

THE Hongkong Weekly Press AND China Overland Trade Report.

VOL. XLI.]

HONGKONG: WEDNESDAY, 15TH MAY, 1895.

No. 20.

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DEATHS.

On the 12th May, 1895, WILHELM AUGUST FREDERICK SCHMIDT, aged 59 years and 8 months. [1045
On Saturday, 27th April, at No. 98, Bluff, Yokohama, PAMELA MARGARET, the beloved wife of JOHN CAREY.

ARRIVALS OF MAIIS.

The American mail of the 13th April arrived, per P. M. steamer *Peru*, on the 10th May (27 days); the Canadian mail of the 22nd April arrived, per C. P. steamer *Empress of Japan*, on the 13th May (21 days); and the French mail of the 12th April arrived, per M. M. steamer *Oceanien*, on the 14th May (32 days).

EPITOME OF THE WEEK.

An average of over twenty deaths per day is said to be taking place in Bangkok from cholera.

The new Viceroy, H.E. Tan Chung-lin, arrived at Canton on Sunday and took over the seals of office on Tuesday.

The damage caused by the recent fire on the *Melbourne* at Saigon is said to amount to \$20,000, which was covered by insurance.

H.M.S. *Tamar*, which is coming out to replace the *Victor Emmanuel* as receiving ship, will be ready to leave England in June.

In the lawn tennis matches between Canton and Hongkong played at Hongkong on Friday and Saturday last both the singles and doubles were won by Canton.

The steamer *Pekin*, owned by Messrs. Melacampo & Co., of Amoy, was wrecked on the 3rd inst., at Santi Point, on the voyage from Amoy to Foochow. There was no loss of life.

The N.D.L. steamer *Karlsruhe* has brought out a new crew for the German gunboat *Iltis*. The transfer is to take place at Shanghai.

There has only been one case of plague in Hongkong during the week, that of a man who came from Canton to take passage to America. At Macao the deaths are said to average thirty per day.

From information just to hand, says the *N.C. Daily News*, there is urgent reason for retiring the Japanese army in Manchuria, as a fearful famine is existent there, so that it is impossible to obtain food for either the natives or the invaders.

An Anti-Chinese League has been formed at Hanoi. Its object is the augmentation of the taxes payable by the Chinese and the interdiction to them of travel in the interior unless provided with passports to be granted only after strict examination.

At Singapore the Chartered Bank and the Hongkong and Shanghai Bank have reduced their rates of interest on fixed deposits to 4 per cent. per annum on deposits for twelve months, 3½ per cent. on six months' deposits, and 2½ per cent. on three months' deposits.

At Yokohama on the 30th ult. twenty-one houses were completely destroyed and five partially by a fire in China-town. All the houses destroyed, it is said, were insured, but as the risks were distributed over nearly a dozen offices, none will be to any extent affected.

The report of the Norddeutscher Lloyd for 1894 states that the development of the passenger and goods traffic to East Asia has not been influenced by the Chino-Japanese war. The subsidised mail line to the Far East has resulted in a profit of m.1,446,791 against m.995,188 for 1893.

The smokeless and noiseless powder invented by Mr. Sakurai is still being tested at the Third fort off Shinagawa, says the *Hyogo News*. It is proved that the two qualities specially claimed for it are real enough, but the explosive power of the mixture is somewhat weak. The inventor is effecting improvements.

A reign of terror prevails in Tonkin in consequence of the depredations of the pirates. Following the abduction of the Lyaudet Family at Port Wallut three gendarmes who disturbed a band engaged in making a raid on a Chinese shop at Bacninh were shot dead, and at Do-son it was reported that the pirates had resolved to carry off three European women.

The ratifications of the China-Japan treaty were duly exchanged at Chefoo on the 8th inst. Japan relinquished her claim to the Liactung Peninsula, in consequence of the opposition of Russia, and the tension which prevailed between Russia and Japan has consequently been removed. Reports have been in circulation as to the intention of France to oppose the cession of Formosa, but it is improbable that any action will be taken in that direction.

On the 1st of this month, says the *Hyogo News*, the Japanese Currency Investigation Committee held a meeting, after a long interval of doing nothing so far as the public knows, at the Finance Department. It is solemnly asserted that the adoption of a gold standard for Japan was very gravely discussed therat. And the idea was not rudely rejected. But at the next sitting it is hoped the question will be once for all disposed of. Surely we may anticipate a decision against change.

The Sikkim-Thibet Delimitation Commission is to assemble at Gnatong this month, by which time the Thibetan representative will probably have arrived.

Troops are being shipped from Canton to Formosa, nominally for the suppression of the present disturbances in the island, but a suspicion is entertained that they are more likely to add to the disorder.

A Japanese Consulate will be shortly established in Queensland, we learn from the *Hyogo News*, and Mr. Fujita, formerly *Charge d'Affaires* in Mexico, is to be appointed Consul. There are now 400 Japanese labourers on Thursday Island and they have been petitioning the Government to this end.

We (*Kobe Chronicle*) hear that the *Tacoma* brought three American financiers to the East, connected with well-known houses in New York, Philadelphia, and Chicago, who intend to offer financial assistance to the Chinese Government. We understand that they represent an American syndicate which, in consideration of the grant of certain concessions in China, mostly in connection with the construction of railways, offers to raise the necessary sum required for the payment of the indemnity to Japan at a very low rate.

A telegram from Hakodate, dated 30th April, to the *Japan Mail* states that the *Rhodora*, from Tsuchisaki to Yokohama with a full cargo of rice, struck a reef and afterwards ran ashore in Omori Bay, where she lies on a sandy bottom with a strong list. No lives were lost. The *Rhodora*, Captain Williams, is a British steamer of 1,691 tons, and arrived at Yokohama about a month ago with a cargo of coal from Cardiff. Another telegram of the 1st May says:—A later report describes the accident to the steamer *Rhodora* as a leak, and it is now supposed that the captain beached the vessel.

The report of A. S. Watson & Co., Limited, for 1894, shows that the net profits of the Company for the twelve months, after paying all charges, including general management, and providing for all bad and doubtful debts, and with the addition of \$10,180 brought forward from last year, amount to \$76,470. From this there has been written off for depreciation of furniture, fittings, utensils of trade, machinery, steam launch, buildings and properties, \$14,857, leaving a balance available for dividends \$61,613. An interim dividend of 4 per cent. was paid in November last, absorbing \$24,000, and it is now proposed to pay a further dividend of 5 per cent. (making 9 per cent. for the year), which will absorb \$30,000, leaving a balance of \$7,613 to be carried forward.

The Seoul correspondent of the *Kobe Chronicle* writes:—Schools have begun to spring up like mushrooms in Seoul. No less than seven schools are entirely under control of Japanese teachers. The Rev. H. G. Appenzeller has started to teach English to about 200 young Koreans, for which the Korean Educational Department has appropriated a sum of \$1 per scholar per month. Mr. T. E. Hallifax is on his way from Japan to assist Mr. W. du Flon Hutchinson as teacher in the Royal Korean College, and Mr. N. A. dos Remedios, a young Portuguese (Private Secretary to General Greathouse), is teaching English in a school connected with the Korean Foreign Office. It is rumoured that a French teacher will also be employed, so before long all the Treaty Powers will be represented and their subjects engaged in the education and civilization of the rising Korean generation.

THE EXCHANGE OF THE TREATY RATIFICATIONS.

With the exchange of the ratifications of the treaty between China and Japan the history of the Far East enters on a new chapter, which is not likely to be wanting in startling incidents. The war has been disappointing in its immediate results and leaves behind it abundant material for trouble in the future. The Japanese nation has been balked by Russian interference of the full results of victory and will be ready to wreak its bitter resentment whenever opportunity offers, perhaps even to try to make an opportunity and rush to destruction by entering on an unequal conflict. Korea will be a bone of contention between the two Powers and may be made the occasion of an active quarrel whenever either of them so desires. Though nominally independent Korea must for years to come remain under foreign tutelage and it is indeed doubtful whether the country will ever develop the qualities necessary for complete self-government. Meantime Japan is in possession and has established a virtual protectorate from which she will find it as difficult to withdraw as England finds it difficult to withdraw from Egypt, while Russia will resent Japanese domination in that quarter as bitterly as France objects to British domination in the land of the Khedive. There can indeed be little doubt that Russia has made up her mind to incorporate Korea with her own dominions sooner or later and that when the time arrives she will fight for it if necessary, and needless to say she is not likely to get the prize without fighting. Japan under present conditions has had to surrender her claim to the Liao-tung Peninsula, but that will make her only the more determined to hold on to Korea and to establish on a firm basis her predominance in the direction of the affairs of that kingdom. The indemnity of £1s. 200,000,000 which Japan is to receive will no doubt all be spent in increasing the strength of her Navy and it will be sufficient to provide her with a very formidable fleet, say between twenty and thirty first class battle ships or a proportionately larger number of cruisers and gun-boats.

If the war has proved disappointing to Japanese ambition, the result, as regards its effect on the commercial development of China, is scarcely less so to foreigners interested in trade with that country. A few more ports will be opened to trade and the establishment of manufactories will be authorised. We do not under-rate the value of these concessions, which we have no doubt will lead to a large development of trade in general and of that of this colony in particular. But the trade will still have to contend with official corruption and obstruction, and herein lies the disappointment attending the settlement. Had the Japanese completed their march to Peking and dictated their terms there some reform of the administration might perhaps have been enforced and a progressive policy set on foot. As things are, however, the system of administration has been left untouched, and the officials, who have all been rather hard hit financially by the war, will naturally endeavour to recoup themselves by levying increased squeezes. As a rule the salaries paid to Chinese officials are insufficient for them to live upon and they are for the most part dependent upon the squeezes they can make. Until this is altered and an honest system of administra-

tion established, which shall afford no countenance to the squeeze system, no real healthy progress can be looked for in the country. Great things were expected from the awakening China was supposed to have received from the Tonkin war, but the expectations were doomed to disappointment. It is possible that as a consequence of the war with Japan there may for a time be some little show of a desire to adopt railways and inaugurate other measures for the development of the national resources, but if left alone the Government will soon relapse into its normal state of slothful indifference to everything except the opportunities of official squeezing, and the lessons of the war with Japan will in the long run prove not much more salutary than those of the war with France.

THE EUROPEAN MIDDLEMAN IN JAPAN.

A communicated article in the *Japan Mail* deals with the important subject of the prospects of the European middleman in Japan. It has for years past, we are told, been the great wish of Japanese traders to obviate the necessity of foreign middlemen and deal directly with the great manufacturing or trading industrials of Europe and America. Quite recently, the visit of a Special Commissioner from Australia emphasized this feeling; and now it is pertinently asked by several commercial journals and magazines whether Japan cannot, in future, manage her own mercantile interests without having recourse to any foreign agencies in the coast ports. If, it is argued, the Japanese have been fully competent to carry the war with China to a successful issue without even feeling the necessity of a foreign loan; if Japan has been able to buy warships, war material, etc., amounting to millions of yen without seeing her currency depreciated or her credit in any way impaired, why should she not go a step farther and deal henceforth with foreign lands on her own responsibility, unhampered by commission firms and Occidental go-betweens? Our contemporary, after blaming the other foreign journals published in Japan for having contributed to bring about the feeling of hostility to foreigners by their anti-Japanese writings, goes on to point out the difficulties which those who support the theory of direct trade must encounter. The failure of the attempts hitherto made at direct trade with Europe and America is mentioned, and the writer of the article goes on to say:—"This is not, we fancy, due to any want of skill or adroitness on the part of Japanese dealers, or even wholly to lack of precedent and experience. It is attributable rather to the fact that commercial credit, as such, has until recently been an unknown factor in Japan. The foreign firms of Yokohama and other ports are in intimate sympathy with, and have a clearly marked line of credit among, the manufacturers and traders of the Occident. On either side each knows that the other is to be trusted; that he is good for so much; that his margin of profit is not to, and will not, exceed a certain figure; that his telegraphic advices are final and implicitly trustworthy. Each works as much in the interest of the other as in his own. It is a system of mutual profit, mutual faith, based on commercial credit of a high order. There are, of course, exceptions to the rule; but we speak here of firms whose names are synonymous

"with fair-dealing among the Japanese." Japan's own domestic trade on the other hand, we are told, "is still content to pursue methods unknown in the West, methods that would seem arbitrary and irksome to foreigners. Europe and America are commercially on a far higher level—one to which the Japanese have not yet attained, though we do not for an instant doubt that they will ultimately do so." Finally the writer points to the debt of gratitude the Japanese owe to the foreign community, for it is through the efforts of these able merchants that Japan's commerce is what it is to-day.

We agree with our contemporary that it will be very many years before the Japanese learn to do without the foreign middleman, and, furthermore, the manufacturers of Europe and America, who have also something to say in the matter, will naturally prefer to be represented in Japan by their own countrymen. The Japanese are at liberty to send their representatives to Europe and America either as buyers or salesmen or in the dual capacity, and foreign manufacturers and dealers are equally at liberty to do their business through foreign agents in Japan, as they will always continue to do to a greater or lesser extent. As there are French merchants established in England and English merchants established in France, so will it be in the case of Japan. In the development of the commerce of the country the Japanese will no doubt themselves do a good deal of the business that has hitherto been conducted for them by foreigners, but with the general growth of trade the latter should be able to maintain their position. There is, we think, little occasion to fear any rapid or general decadence of the foreign communities in Japan; rather should we be disposed to anticipate their growth and increased prosperity under the more liberal conditions provided for in the new treaty. But should the fortunes of the middleman decline it would not necessarily indicate a decline in foreign trade. Here in the Far East, where everyone is now more or less dependent on commission business, we are somewhat inclined to magnify the importance of the middleman and to think that his interests are those which the Government should specially safeguard. It is this spirit which is responsible for the disgust and indignation with which the foreign communities in Japan regard treaty revision. But Imperial interests are not always necessarily identical with those of a class, and Imperial interests must take the first place. It is of more importance that the volume of trade should be increased than that the middleman's interests should be conserved. It is for the middleman to adapt himself to the new conditions as they arise and make what he can out of them, but he cannot expect that things will be arranged specially for his benefit. We agree with the *Japan Mail* that the Japanese owe a debt of gratitude to the foreign commercial community; that it is through their efforts that Japan's commerce is what it is to-day; that her navy has earned the command of the sea of Japan; that her railroads have been constructed; that new industries have started up on every side; and that, last but not least, she has been able to fight her greatest war with China unaided by a foreign loan. The services of the middleman will only be retained as long as they continue necessary or useful, but we are much mistaken if the foreign merchants to whom Japan is so largely indebted for the development of her foreign and domestic trade do not continue to make themselves as indispensable in the future as they have in the past.

THE BATTLE OF THE STANDARDS.

The battle of the standards is entering now on an acute stage. Until recently the gold monometallists looked down with lofty disdain on bimetallists as visionaries and faddists of whose attacks it was unnecessary to take serious notice. Gradually, however, the bimetallists have grown in numbers, their position has become a strong one, and the other day a resolution in favour of bimetallism was carried in the German Reichstag. The monometallists have now taken alarm and the other day there was founded an "Association for the defence of the German gold currency." This has been followed by the foundation of a similar association in England and the bimetallist propaganda will now be met by a counter agitation. The conversion, whether real or apparent only, of Germany to bimetallism is very significant in view of the former attitude of that Power. It has been alleged that the failure of the Brussels Conference was due to England. In his recent speech in the House of Commons on Mr. EVERTT's motion Sir WILLIAM VERNON HARCOURT denied the impeachment, and so far as that particular point was concerned made out a good case. The first declaration on bimetallism at the Conference, he pointed out, was by Count ALVENSLEBEN, the representative of Germany, in the following terms:—"Germany, being satisfied with its monetary system, has no intention of modifying its basis." In fact, said the Chancellor of the Exchequer, England was the principal supporter of the resolution brought forward by the United States in favour of the increased use of silver, but the resolution had to be abandoned in consequence of the discouragement it received from the other Powers. The term "increased use of silver," as used in this connection, must not be taken as synonymous with bimetallism. So far as it went, however, which was not very far, it was strongly opposed. The state of the opinion of some of the European Powers represented at the Conference is thus set out in the report of the British delegates:—"Certain countries declared themselves frankly as adherents of the monometallic faith. The representatives of Germany, Denmark, Sweden, and Norway were clear in their declaration that no change would be made in the gold currency of those countries. Switzerland, though a member of the Latin Union, declared explicitly that she was an unshaken adherent of the monometallic principle, and the delegate of Austria-Hungary was equally explicit in his statement that his Government had every intention of abiding by the gold standard which they are in course of adopting." Germany has now seen reason to change her opinion, if the recent vote in the Reichstag may be taken as decisive, but on the other hand the Frankfurt-on-the-Main Chamber of Commerce addressed a circular to all the Chambers in the Empire requesting their opinion on the question at issue, and with the exception of four all gave their votes for the gold currency, so that it would seem the conversion is not quite complete. The bimetallic cause, however, is making rapid strides in public favour, both on the Continent and in England and the English colonies, even Australia having discovered that the appreciation of gold has a deleterious effect on trade.

THE SANITARY BOARD.

Some doubt has been expressed as to whether the acts of the Sanitary Board as at present constituted, all the unofficial members having resigned, possess legal validity. A reference to the Public Health Act is sufficient to set the doubt at rest. It is expressly provided that "the Board shall be held to be legally constituted notwithstanding any vacancies occurring therein by death, absence, resignation, or incapacity of any member." The Board therefore must be held legally constituted notwithstanding the resignation of the unofficial members, and that being so its acts must be held to have legal validity. That, however, does not relieve the Governor from the obligation resting upon him to take steps to fill up the vacancies. According to Ordinance the Board should consist of the Surveyor-General, the Registrar-General, the Captain Superintendent of Police, the Colonial surgeon, and not more than six additional members, four of whom (two being Chinese) are to be appointed by the Governor and two elected by the ratepayers. If any member of the Board be at any time prevented by absence or other cause from acting for more than six months the Governor may appoint, or, if the member has been elected, the electors may nominate, some other person to replace such member until he shall be able to resume his functions. The clear intention of the legislature was that the Board should permanently consist of ten members—four officials and six unofficials. The number of members has now been practically reduced to four, and no steps have yet been taken to fill up the vacancies. The neglect might conceivably be attended with serious consequences to the colony, for as it takes four members to constitute a legal quorum for the despatch of business the absence of any one of the present members might bring the work of the Board to a standstill, which would be disastrous if action were urgently required to prevent or cope with an epidemic, for there are certain things that can only be done by the Board. The danger of an absolute deadlock, however, is perhaps modified by the fact that there is a reserve member, if we may so call him. The Registrar-General is *ex-officio* a member of the Board and though the Hon. J. H. STEWART LOCKHART has not attended the meetings since he was appointed Colonial Secretary in conjunction with his previous appointment as Registrar-General he is still none the less a member of the Board and would be available to make up a quorum in case of necessity. For all practical purposes, however, the Board at present consists of the Surveyor-General, the Captain Superintendent of Police, and the Acting Colonial Surgeon, together with Surgeon-Major WESTCOTT, who holds his appointment by virtue of special legislation. Mr. N. J. EDE is an unofficial member of the Board, but he is absent on leave, so that the community is entirely unrepresented. It is doubtful whether any gentlemen would consent either to be appointed by the Governor or to be elected by the ratepayers under existing circumstances, but that does not relieve the Government of the duty of attempting to bring the Board up to its proper strength. The present position appears to be entirely unconstitutional.

According to the *Progrès de Saigon* the plague has broken out at Lungchow and many deaths have taken place. The authorities in Tonkin and Cochinchina are taking precautionary measures.

CHINA, JAPAN, AND THE POWERS.

REUTER'S TELEGRAM.

LONDON, 7th May.

The Powers have been officially informed that Japan abandons her demand for the cession of the Liaotung peninsula, including Port Arthur.

The Foreign Squadrons are assembling at Chefoo.

The ratification of the treaty of peace has been confirmed from Peking.

LONDON, 8th May.

It is stated that France is negotiating with Japan with a view of limiting the number of the latter's warships and the strength of their garrisons in Formosa and the Pescadores.

Some of the French papers are discontented at the settlement of the China-Japan war and say that France cannot permit the Japanese to rule in Formosa and the Pescadores. They consider that unless the agreement between the three Powers (Russia, Germany, and France?) applies also to the settlement of the Egyptian question France has been made a dupe of by H. I. M. S. *Leander*.

LONDON, 9th May.

Five thousand Chinese troops are being despatched from Canton to Formosa to assist in suppressing the probable opposition of the Black Flags to a Japanese occupation of the island. It is believed that the troops are not very reliable and that they are likely to side with the Black Flags.

The ratifications of the treaty of peace between China and Japan were exchanged at Chefoo on Wednesday last.

LONDON, 10th May.

The *Temps* believes that the basis of the arrangement with Japan for the payment of the war indemnity is to be the placing of the Chinese Customs under the guarantee and control of the Powers.

LONDON, 11th May.

It is announced from St. Petersburg that the Russian, German, and French squadrons at present in the Pacific will not be reduced until the final settlement of the China-Japan trouble.

LONDON, 13th May.

Viscount Kaba-Yama has been appointed Viceroy of Formosa.

Japan intends to gradually withdraw her troops from the mainland of China as the war indemnity is paid.

Russia is negotiating with Japan in a friendly manner, with a view of settling the points of the China-Japan treaty that remain in dispute.

THE POSITION IN SOUTH FORMOSA.

FROM A CORRESPONDENT.

ANPING, 9th May.

The *Centurion*, with Admiral Fremantle on board, called at Anping on the 1st on her way to Tamsui and the North. The Admiral landed and after a careful inspection of the place decided to land forty marines from H.M.S. *Leander* for the protection of the settlement. The men, under the command of Lieut. Wyld, R.M., were landed on the morning of the 3rd and quartered in the houses lately occupied by the German Consul. The little settlement looks like a garrison town, sentries being posted at different points and drilling being carried on every day in the compound of the British Consulate.

The country continues to be in a very disturbed state, and a large robbery of opium and treasure valued at \$15,000, on the high road to Lokang, has intensified the general feeling of insecurity.

H.M.S. *Leander* is anchored off Anping.

A Peking telegram of the 3rd inst. to the N.C. Daily News, referring to the ratification of the treaty, says:—If the treaty is observed there is small chance of Government reforms, and many Chinese people preferred that the Japanese should reach Peking, as compelling a change. There are threats already from the Chinese army if the treaty is followed. The Emperor is in a critical position on account of ceding territory, yet he is the hope of China. If the treaty had been in other terms and had not included territory there would have been no foreign complications. It would have been easier for the Emperor and would have better assured Chinese reforms.

**THE TREATY BETWEEN CHINA
AND JAPAN.**

The *Shanghai Mercury* publishes the following translation of the treaty between China and Japan, in the form it possessed before its modification with respect to the cession of territory in Manchuria. It will be observed that in the section relating to commercial intercourse no special mention is made of the opening of ports on the West River:

1.—**Independence of Korea.**—Korea shall not be required to pay tribute to China, all claims to tribute on behalf of China being abolished. China agrees to recognise absolutely the complete autonomy and independence of Korea.

2.—**Cession of Territory.**—China agrees to surrender to Japan, in perpetuity, the following territory, as well as the arms, ammunition, fortifications, and all works or factories of a public nature contained therein; that is to say:—

(a.)—That territory in Fengtien south of a line running up the Yalu river to the mouth of the Anping river, thence to Fenghwang-cheng; thence to Hai-cheng, and thence to Yingkow, and thence following the course of the river to the sea. The middle of the rivers to constitute the boundaries between the two countries.

(b.)—The whole of Formosa.

(c.)—The Pescadores Islands.

3.—**Delimitation of Frontier.**—The contracting countries are each within a year to appoint two commissioners to demarcate the frontier in the south of Fengtien.

4.—**Indemnity.**—China agrees to pay to Japan an indemnity of Tls. 200,000,000 within seven years; the first instalment, Tls. 50,000,000, to be paid six months after the exchange of the ratifications of this Treaty; the second instalment, of the same amount, shall be paid in one year; the balance to be paid in six instalments within six years. If the whole be paid within three years no interest is to be charged.

5.—**Transfer of Domicile.**—The inhabitants of the surrendered territory are to be allowed two years after the exchange of ratifications in which to transfer their domicile from within the same. Those who do not thus transfer their domicile within the time named shall be considered subjects owing allegiance to Japan. Two months after the exchange of the ratifications of this Treaty each country will send a high official to Formosa to hand over and take delivery of that island respectively.

6.—**Commercial Intercourse.**—After the exchange of the ratifications of this Treaty China shall without delay appoint a Plenipotentiary to discuss with Japan regulations of trade and negotiate the terms on which commercial intercourse along the frontier shall be conducted. Japan shall be at liberty to appoint Consuls to reside at each of the following places:—Ching-chow and Shashih, in Hupei; Chungking, in Szuch'uan; Soochow, in Kiangsu; and Hang-chow, in Chekiang.

Japan shall further be at liberty to convey merchandise and passengers along the following routes:—(1) from Ichang, in Hupei, along the Yangtze to Chungking, in Szuch'uan; (2) from Shanghai, along the Soochow Creek and the Grand Canal, to Soochow and Hang-chow.

Japan shall be at liberty to purchase merchandise in China and temporarily lease godowns for the storage of the same, such merchandise to be exempt from the payment of all dues and exactions of any kind whatsoever.

Japanese subjects shall be at liberty to carry on any kind of manufacture at the ports open to trade, whether in the city itself or the district in which it is situated. They further have the right to import any machinery whatsoever on payment of the import duty only. Any privileges which manufactures produced by subjects of Japan in the interior of China may possess are hereby abrogated, and such manufactures are placed on exactly the same footing as goods imported by Japanese subjects.

7.—After the exchange of the ratifications of this Treaty the Japanese troops are to be withdrawn. Such withdrawal, however, is to take place gradually.

8.—Should, after the ratification of this Treaty, China not pay the indemnity in full, the Japanese troops are not to be withdrawn unless China be willing to hand over the Maritime Customs as a guarantee of the payment. Provided that no withdrawal is to take place until after the Treaty

of Commerce and Navigation shall have been ratified.

9.—All prisoners in the hands of the Japanese are to be released, and China agrees not to punish them or any Chinese who may have sided with or aided the Japanese.

[Some of the characters in the latter half of this clause have been left out.—Translator.]

10.—After the exchange of the ratifications of this Treaty, peace is to exist between the contracting Powers, who are to be at amity.

11.—This Treaty must, after signature, be ratified by the Emperors of the two countries, and when this shall have been done Plenipotentiaries on either side are to be sent to Chefoo to exchange such ratifications there on the 14th day of the 4th moon, Kwang Hsu 21st year (8th May, 1895).

THE AMENDED TREATY.

Shanghai, 8th May.

The following intelligence has been received from reliable sources concerning the giving up of Manchuria by Japan. It was at first proposed by this Power to retain Port Arthur including Kinchow and Talienshan, the dividing line being at the narrow neck of the peninsula which separates the sub-prefecture of Kinchow from that of Fuhchow. But to this Russia, backed by France, also declined to accede, with the result that this portion of their conquered territory has also been given up by Japan. As for Formosa it is asserted in Peking that France has promised to take that island under her protection against all comers, but what truth there is for this statement it is difficult to say. The ratification of the treaty was due to the urgent advice of both Sir Robert Hart and the British Minister Mr. O'Connor. The Emperor was advised to keep faith and carry out the provisions of the treaty, and thus gain the sympathy of the world at large, and leave Russia and Japan to fight it out amongst themselves; whilst on the other hand Russia, France, Germany, and some of the other Powers were strenuous in their efforts at Peking to get the Emperor of China to refuse to ratify the treaty. In lieu of Manchuria Japan now demands four hundred million yen in satisfaction of all demands. China gives up control of the south bank of the Hailungchiang, which will give Russia a free country right straight to Port Lazareff. In addition to this there is the cession of a portion of outer Mongolia near Kuldja, by which considerable expense and time will be saved in the construction of the Trans-Siberian railway as against the original plan through Russian territory. Mr. Ito, the Japanese Plenipotentiary, carries with him the amended treaty to Chefoo, and was expected to arrive at that port last night, where the Chinese bearers of the ratified treaty, the Taotai Wu and Lun, have already arrived, and have put up at the Kuang-jen-tang official resting house.—*N. C. Daily News.*

SUPREME COURT.

9th May.

IN SUMMARY JURISDICTION.

BEFORE HIS HONOUR MR. T. SERCOMBE SMITH (ACTING PUISNE JUDGE).

HARDY V. SAVILLE SMITH.

An action was brought by Mr. F. B. Hardy against Mr. Saville Smith, of the Hawthorne Company, to recover \$1,000 damages for malicious arrest, and Rs. 1,552.7 money paid on account of the defendant and money lent.

Mr. E. C. Ellis (from Mr. V. H. Deacon's office) represented the plaintiff, and Mr. H. L. Dennys appeared for the defendant.

Mr. Dennys—I regret to say that although we had fully intended going on with this case this morning, the defendant cannot appear. I saw my client yesterday afternoon, and he told me he would be well enough to attend. I have just received from Mr. Farmer, of the Victoria Hotel, a certificate by Dr. Cantlie stating that Mr. Smith is very ill and has had an attack of blood spitting during the night, which will prevent him from attending. I think Mr. Farmer knows personally that Mr. Smith is very ill. I understand from Mr. Farmer that Mr. Smith was delirious last night at twelve o'clock, and this morning he is utterly unable to leave his

room. The doctor says he will not be able to leave his room certainly for three days.

Mr. Ellis—I would ask your lordship, if my friend proposes to adjourn this case, that it might be adjourned until this afternoon for Dr. Cantlie to state on oath when it is probable that Mr. Saville Smith will be well enough to attend. Of course Mr. Farmer makes his statement *bona fide*, but he is not a medical man, and it is impossible for him to say whether Mr. Saville Smith is well enough to attend, and I ask your lordship to adjourn the case, if it is to be adjourned at all, until this afternoon to enable Dr. Cantlie to attend.

Mr. Dennys—Strictly speaking, there is no doubt I am bound—I am rather surprised at Mr. Ellis's views after I have shown him that certificate.

Mr. Ellis—I am perfectly satisfied with Dr. Cantlie's certificate so far as it goes, to say that Mr. Smith—

His Lordship—Will you be satisfied if Dr. Cantlie gives a certificate stating how long it will be before Mr. Smith will be able to attend?

Mr. Ellis—I will be quite satisfied with that.

Mr. Dennys—I do not think that Dr. Cantlie will be found in his office just at this moment. I saw him going up to the Peak. I did not know at the time—

His Lordship—You can see Dr. Cantlie. I will adjourn the case until Saturday morning, and if Mr. Saville Smith is not well enough then, I will adjourn the case still further.

Mr. Ellis—I ask your Lordship to order the costs of the day to be paid by the defendant. I would point out—

His Lordship—I reserve that point until I deal with the whole question.

Mr. Dennys—I would ask your Lordship to consider that I am obliging my friend in bringing this case on to-day. The writ is returnable to-morrow (Friday), and in consenting to go on to-day I was obliging my friend, and I think it is very bad taste for him now to object to the adjournment.

His Lordship—I will reserve that question.

Mr. Ellis—I would ask your Lordship not to allow that question to stand over. It is not merely my attendance here, but all my witnesses have been subpoenaed, and there will be a further expense in issuing a fresh subpoena. It is the defendant's misfortune certainly, and not through the fault of my client that the case has to be adjourned. The case has certainly been fixed before the returnable day, yet it is a matter which has been arranged, and through my friend having arranged it additional costs will be incurred through his not being able to fulfil his arrangement. Witnesses have been subpoenaed for to-day, and if my client has to be put to further expense it will be a great hardship upon him.

His Lordship—I will adjourn the case until Saturday morning at 10.15, and see whether the defendant will be able to attend then. If Dr. Cantlie says before then that the defendant will not be able to attend, I should like to know, in order that I might fix another case for Saturday.

Mr. Dennys—The case will be heard on Saturday then unless Dr. Cantlie states that the defendant cannot appear?

Mr. Ellis—I cannot be satisfied with a certificate which is dated perhaps to-day which says the defendant will not be able to attend on Saturday.

His Lordship—It is no good bringing all parties to the Court unless it is necessary.

Mr. Ellis—I only want Dr. Cantlie to visit the defendant on Saturday morning and then state whether he is able to attend.

His Lordship—I have no doubt Dr. Cantlie will do that.

11th May.

The action brought by Mr. Frank Brett Hardy, advance agent of the Grace Hawthorne Company, to recover \$1,000 damages from Mr. Saville Smith, proprietor of the Company, for malicious arrest on 1st inst. came on for hearing.

Mr. E. C. Ellis (from Mr. V. H. Deacon's office) represented the plaintiff, and Mr. H. L. Dennys appeared for the defendant.

Mr. Dennys said that there were two suits, the present one, No. 493, and another, No. 494. The question of the legality of the arrest would be more or less affected by what took place in suit 494, and he thought it would be much more satisfactory if that suit were disposed of first.

Mr. Ellis objected, as suit 493 was first on the list, and suit 494 had absolutely nothing to do with it.

His Lordship decided to hear the suits in their proper order, and the case then proceeded.

Mr. Ellis—This is a suit in which the plaintiff claims the sum of \$1,000 for damages occasioned by the malicious arrest of him on the 1st of the present month. The circumstances, which I will shortly state to your Lordship, are as follows. The plaintiff was, to a certain extent, in rather an undefined position, business manager to the defendant with reference to this Dramatic Company. On the 29th April he collected from the shroff of the City Hall the sum of \$400. That sum, I admit, in the usual course of affairs it would have been his duty to pay into the credit of the defendant in the Chartered Bank. He did not do so, and whether he was right or wrong I submit is not a matter we will have to go into now. But the reason of it was that defendant is indebted to the plaintiff in a sum considerably exceeding this sum of \$400, and the plaintiff wished to retain it in order that he should have something to go upon if it was necessary for him to take any proceedings. Whether that was right or wrong I will not go into now. It is not necessary to the suit, and possibly he was not justified in doing it. On the 30th April he received a letter from the defendant or his solicitor informing him that if he did not pay back the money proceedings would be taken. Plaintiff did not reply, and he heard nothing more until the next morning, when the defendant came up to him with the bailiff, Mr. Brown, and then and there directed the bailiff to arrest him. He was arrested at 8.30 in the morning and was brought here and kept here until your Lordship came at 10 o'clock, when he was told he might depart without any reason being assigned for his arrest and release or anything else, and the suit was withdrawn. Prior to the arrest, about 1 o'clock a.m. on Wednesday, 1st May, the defendant obtained, in the master—I shall show to your Lordship presently, this sum of \$400 for which he was suing, and in respect to which the present plaintiff was arrested. Such are the facts, and I submit that when your Lordship has heard the evidence you will come to the conclusion that the plaintiff is entitled to the verdict, and it will be for your Lordship to decide what amount is to be paid as damages. The malice I shall be able to prove to your Lordship as conclusively as it is possible to prove malice. At one o'clock on Wednesday morning the defendant admitted to a witness here that he had the money then in his possession and farther he went on to state that, in spite of that, he intended to have the plaintiff arrested.

Mr. R. F. Lammert, clerk to the Acting Chief Justice, produced the papers belonging to Summary Suit 489. They included two letters from the plaintiff's solicitor—one to the bailiff and one to Mr. Sangster.

In answer to Mr. Dennys' witness said he did not know what time the letter to Mr. Sangster was delivered.

James Brown, assistant bailiff, Supreme Court, stated—The warrant I produce was given to me on 30th April, just before 4 o'clock. My instructions were that the plaintiff was to be brought up at 10 o'clock the following day. About 9 a.m. on the 1st May I went to the Hongkong Hotel to Mr. Saville Smith's room. I asked in what room Mr. Hardy was. Mr. Smith informed me then that he had the biggest part of the money. I told him that the case was not settled without the costs being paid and I would have to arrest Hardy. He said "All right" and we both went along together to Mr. Hardy's room. Mr. Hardy was not in. We went down to the ground floor, and saw Mr. Hardy sitting close beside the office. I went up to Mr. Hardy and told him I had a warrant for his arrest—for the sum on the warrant and \$25 costs. I served him with a copy of the warrant and a copy of the writ. He asked "Are these for me?" I replied "Yes" I asked him to come along with me to the Court. On getting near the entrance to Mr. Brewer's, Mr. Hardy stopped and asked me to go back to Mr. Smith and see if he had got the money. I said "Mr. Smith has gone upstairs and I cannot leave you." I offered to go with him. He said "I knew Mr. Smith had the money, but that he did not see him take it." Mr. Hardy said Mr. Smith was the only one who knew the keys of

his box. We went back to the Hongkong Hotel together. I remained with Mr. Hardy while he had breakfast. I brought him back to the Court. When nearing the Court I said to Mr. Hardy, "Supposing Mr. Smith has got the money, who is going to pay the costs?" Mr. Hardy said "I won't." Then I said "Supposing Mr. Smith settles with Mr. Dennys about paying the costs the case will be settled and you will be released. How are you going home? Have you got any money?" He said, "No; all I have got is 25 cents. That is the reason I kept that money, as it would settle the accounts between me and Mr. Smith."

When Mr. Smith told you he had received the money, did he tell you not to arrest Mr. Hardy?—No.

Did he tell you to arrest him?—No, I told him I had to arrest him.

Was there any necessity for Mr. Smith to come with you at all? Didn't you know Mr. Hardy well?—I knew him perfectly well—as well as I know you. I wanted to find out his room.

I am referring now to the time when you discovered Mr. Hardy was not in his room.—I did not know the likeliest place to find him, and Mr. Smith was more likely to know.

Mr. Smith went with you for the purpose of assisting in the arrest?—He came to show me where Mr. Hardy was likely to be found.

Mr. Dennys—You are treating the witness in a very hostile way. You have no right to treat the witness in a hostile manner.

Mr. Ellis—If my friend will allow me, I will treat my witness as I like. I will show you that I have reason for considering him a hostile witness. I will treat him as I like. It is for his Lordship to interfere.

His Lordship—Mr. Dennys has a perfect right to ask me to interfere.

Mr. Ellis (to witness)—Have you been asked to give information of what took place?

Witness—Yes; by yourself.

And you refused. What was your reason?—None whatever. I did not want to give information. That is the reason why you subpoenaed me.

Did Mr. Smith not say anything to you when you found Mr. Hardy sitting in the hall of the hotel?—Mr. Smith said "There he is."

Did he not add the words "Take him?"—Not to the best of my recollection. I can't say one way or the other. I do not want to say a lie. I would rather say "I do not know."

Cross-examined by Mr. Dennys—I was given to understand that Mr. Smith had the biggest part of the money, but I had not the costs. He may have mentioned the amount, but I cannot recollect. I insisted on arresting the defendant because I had a warrant from the Court, and until that warrant was withdrawn I was bound to do so. Mr. Hardy was released without being taken before the Judge, and his release is timed on the warrant as having taken place at 10.5. Before Mr. Dennys' letter was delivered at the Supreme Court, Mr. Bowley, from his office, spoke to me and said the warrant would be withdrawn. That was just before ten o'clock.

Mr. F. Brett Hardy, the plaintiff, was then called and said—On 29th April I collected a cheque for \$400 from the shroff of the City Hall. In the ordinary course of business I would have banked it in Mr. Saville Smith's name. I kept it in consideration of a sum of money exceeding \$400 due to me by Mr. Smith. On Tuesday, the 30th, about noon, I received a letter from Mr. Dennys. It called upon me to pay back the \$400. I took no notice of the letter. I had the \$400. I had cashed the cheque, and I placed the money in a tin box in my bedroom at the hotel. The box was locked. I had the keys. Next morning, 1st May, as soon as dressed, I went to the box with the intention of putting the money in my pocket. When I opened the box I found the money was gone. I have no recollection or idea how it got out of my room.

Have you any recollection of paying Mr. Saville Smith that money?—None whatever. I went downstairs to the hall, and about 8.30 Mr. Smith and the last witness came up to me, and Mr. Smith said "There is the man; take him." The last witness then presented me with the papers—the writ and the warrant. I was left alone with the last witness, Mr. Smith having gone upstairs. I went to the dining room, and the bailiff remained outside. I had a cup of tea and a mouthful of something to eat and two or

three minutes afterwards the bailiff brought me to the Court. I was kept there about an hour. I was told I could go away, but no explanation was given to me. I asked to be brought before the judge, but they said they could not take me, as I was released.

Cross-examined by Mr. Dennys—Did you pay for your breakfast that morning at the hotel?—No, I am a boarder at the hotel.

How much do you owe them for board?—Well, I do not quite know the amount; it is very trifling.

How much?—The last bill presented to me was for \$15.

\$15 is not a trifling amount if you have only 25 cents in your pocket?—\$15 is not a big amount.

You owe them something?—Yes.

And it was your intention to leave the colony on 1st May?—No, I did not decide anything at all.

Did you not inform several people that you were going?—No.

Didn't you tell Mr. Farmer so?—No.

Didn't you tell Miss Hawthorne so?—No.

Did you not say a word to either of these people about your intention to leave?—I had no intention whatever. I had made no intentions.

The idea had never crossed your mind of leaving the colony?—No, not before I had a proper settlement of affairs.

Do you remember seeing Mr. Farmer between 8 and 9 o'clock on the evening of the 30th?—I may have seen him.

Just try and recollect. Didn't you tap your pocket and say "Here is the money. I am off tomorrow by the French mail"—or words to that effect?—No, I did not.

I ask you to try to remember. Did you or did you not speak to Mr. Farmer on the evening of the 30th April?—I may have.

You have no recollection?—I cannot swear it.

Were you drunk?—I cannot swear whether I was at that time. I know I eventually got drunk.

What time on the 30th April did you begin drinking?—I can't say.

Early in the morning?—Very likely.

Were you sober when you received that letter signed by me?—Perfectly sober.

And you received that letter about 12 o'clock?—I should think that was the time.

You took no notice of the letter?—No.

You have been in Hongkong before, and you know me personally as having something to do with the City Hall. You knew whom the letter came from?—Certainly. I paid you the first cheque for the hall.

You took no notice of the letter, although you say you had a claim against Mr. Smith?—That is so.

What time did you receive a cheque from the compradore at the City Hall on Monday, 29th April?—Early in the morning—about ten o'clock.

That was the cheque for \$400 drawn by the compradore on the Hongkong and Shanghai Bank?—Yes.

You took that cheque to the bank and got eight \$50 notes?—Yes.

And those notes you would have paid into Mr. Smith's account at the Chartered Bank, if you had not had a claim, as you say, against Mr. Smith?—I should have paid the cheque into the bank if I had not had a claim against him.

On the same day did you see Mr. Smith?—I did.

Did he ask you whether you had banked that cheque?—He did.

Did you say had?—I said "Yes."

And you had not?—I had the cheque in my pocket.

That was a deliberate lie?—I had the cheque in my pocket.

That was a deliberate lie at that time?—At that time. Yes.

Do you know how it was that Mr. Smith found out that you had not banked the cheque?—I do not.

It is your business, according to what you have stated, when you receive cheques from the compradore of the City Hall to pay the money into Mr. Smith's account at the Bank. That is your ordinary duty?—Yes.

On Thursday, 25th, there was a performance in the City Hall?—Yes.

That was the opening night?—Yes.

Did you receive a cheque from the compradore?—I did.

May 15, 1895.

What was the amount of the receipts that night at the doors? Of course I am not speaking of the bookings at Kelly and Walsh's. \$214 wasn't it?—I cannot remember.

Witness was therupon handed the compradore's memorandum, and he said "Yes, that is the amount."

Did you pay that \$214 into Mr. Smith's account?—No

How much did you pay?—A cheque for \$174 I think.

You had borrowed some money from the compradore, had you not?—I had—\$40.

Did you ever tell Mr. Smith about that?—Not to my knowledge.

You deducted your own private debt from the amount of the receipts?—I do not consider it a private debt.

You did not consider it a private debt, but you said nothing to Mr. Smith about it?—I did not furnish Mr. Smith with any account.

Why didn't you say anything to Mr. Smith about it?—I have borrowed money before, and I have not told him.

Mr. Ellis—He paid that away for the purposes of the Company.

His Lordship—I want it from the witness himself.

Mr. Ellis—He says it was a private debt.

His Lordship—He has not gone further than that.

Witness—I had to pay some small items.

His Lordship—The question is, why didn't you tell Mr. Smith about it?

Witness—I thought he knew it from the compradore.

Mr. Dennys—On 29th April you borrowed \$25 from the compradore?—Yes.

The memoranda read, "To be deducted from tickets sold at the door—F. B. Hardy, 24th April, 1895." "Received from compradore the sum of \$15, to be deducted from the tickets sold at the door, 24th April 1895, F. B. Hardy." You deducted that \$10 from the amount which should have been paid into Mr. Smith's account and you said nothing to Mr. Smith about it. How did you spend the \$40?—Some privately, some for rickshas, coolies getting paste, and different things connected with the show.

Have you ever furnished an account showing how that money was expended?—I have not been asked for the account.

Answer the question.—No.

That \$40 is not included in the Rs. 1,400, is it?—No.

Were you quite sober up to the time you got my letter?—Yes.

Were you quite sober up to tiffin time?—Yes.

Up to what time that afternoon can you say you were sober?—I can't say what time; up to the evening I think.

You think you were sober during the afternoon?—Yes.

Did you speak to Mr. Smith that afternoon?—No.

Did he not ask you to return the money on Tuesday afternoon?—No, on Tuesday morning before I received your letter.

Did he ask you whether you were going to return the \$400, and did you not say "No, I am going to use it to pay my passage home?"—No.

What did you say?—I said I was going to keep it on account of moneys that he owed me.

Mr. Dennys here handed a card to witness and said—Is that your handwriting?

Witness.—Yes.

That is an I.O.U for £30?—Yes.

To whom did you give that?—To Mrs. Brian.

And Mr. Smith paid that money to Mrs. Brian and got the I.O.U. from her?—If he did he paid it out of my money.

Mr. Dennys—It was given to Mrs. Brian, who was a member of the Company, my Lord. (To witness). You know as a matter of fact that the money was paid by defendant to Mrs. Brian?—I know nothing about that being paid. He never told me so.

You have never paid Mrs. Brian?—Not to my knowledge.

Mr. Dennys—In this suit, my Lord, I do not think it is necessary to go into the question of accounts.

Mr. Ellis—I have left that entirely alone. It would only be confusing the two suits.

Mr. Dennys—I am not admitting anything by not doing so. (To witness). Can you tell us what time you saw Miss Grace Hawthorne on Tuesday, the 30th April?—No.

You saw her in the morning?—I cannot say; it is so long ago.

Long ago! It was last week.—I can't recollect the time. If I saw her at all I suppose I saw her in her room.

Did you tell her that you had Smith's money?—I told her I had my own money.

That was the money you had got by cashing Smith's cheque?—It was my cheque.

The cheque for \$400 you had from the compradore—you told her you had that?—Yes.

Did you tell her what you were going to do with it?—I told her I should keep it in order to get a settlement of my affairs.

Did you tell her you had told Mr. Smith that you had paid the money into the bank?—No, I do not think I did.

Do you swear solemnly that you did not tell Miss Grace Hawthorne that you were going to leave for home by the French mail or by some other steamer the next day?—No.

Did you say anything about leaving?—I might have said I wanted to leave after I had got a settlement of my affairs.

Re-examined—I had not taken a ticket for the purpose of leaving the colony, nor had I made any enquiries as to the cost of passage. I cannot remember whether I gave the receipts produced to Mr. Smith. Last year, when at Shanghai, I got into slight difficulties. I was the sole proprietor of the show then, although it was run in the names of Mr. Smith and myself. Mrs. Brian, knowing that I was in difficulties, offered me £30 on the way to India. Mrs. Brian never said anything to me about the repayment of the money, and she never told me that she had handed the I.O.U. over to Mr. Smith. I have never asked the defendant to pay Mrs. Brian, who is now dead. I had not heard, until the statement by Mr. Dennys, was made, that Mr. Smith had paid the money. On Tuesday, when he demanded \$400, he told me he had possession of the I.O.U. I did not say anything to Miss Hawthorne about my intention of leaving the colony.

By his Lordship—When I arrived in the colony Mr. Smith was indebted to me in the sum of Rs. 1,500 odd, and he has owed me that money since February. We had no regular times for making up accounts between us.

Miss Grace Hawthorne said—I remember the early morning of Wednesday, 1st May. I was in my room. I saw Mr. Saville Smith. He

came into my room and said he had got the money from Mr. Hardy. He did not mention the sum. He said he was going to have Mr. Hardy arrested in the morning. He then left my room.

Cross-examined—It was after the theatre, about 1 a.m., that he came to my room. I sent for Mr. Smith. I said I had heard Mr. Hardy

was going away next morning with the money. His reply was "I have got the money." I referred to the money Mr. Smith told me Mr. Hardy had taken. He told me about it some day previous—I think on Monday. I think he mentioned it was \$400. My husband told me at the theatre that Mr. Hardy was going away. That was on Tuesday night. I never heard a word about it till during the performance on Tuesday night.

Had you not heard of it between 10 and 11 o'clock on Tuesday morning?—No.

Wasn't Mr. Smith annoyed with you for not telling him? Did he not say "You knew this at 10 o'clock this morning"?—He was annoyed with me for something. I can't say what it was. He is annoyed with me for so many things. I can't say what they are about.

He has given you and your husband notice to leave the company?—No, he has not. He has

not given me any notice at all.

Or dissolved partnership or anything of that sort?—He has not given me notice to leave or notice to dissolve partnership.

You went up to Mr. Quincey's house, did you not?—No.

Did you go and see Captain Hastings, the Captain Superintendent of Police?—I do not know the man.

You haven't been up to the police?—I have never seen the police. I do not know where it is and I do not know the man.

Are you on good terms with Mr. Smith?—I have no dislike for Mr. Smith.

Have you not had a dispute over business matters?—I do not know that we have had any dispute particularly—nothing more than what occurs in every company.

Occurs in every company in Hongkong! You are not on perfectly good terms?—My feeling towards Mr. Smith is perfectly friendly.

Re-examined by Mr. Ellis—The only dispute you have had with Mr. Smith is as to his furnishing accounts?—That is it.

You are interested in the takings are you not? You are entitled to a certain portion of the net profits?—I should be.

That is the only dispute you have had with him?—I am perfectly willing to retire from Mr. Smith's company.

This concluded the case for the plaintiff.

Mr. Dennys—I ask the Court not to call upon the defendant in this case for any defence. The plaintiff has come into Court and told the Court that he told a deliberate lie in reference to this money.

Mr. Ellis—If my friend is not going to call witnesses it is for me to address the Court.

Mr. Dennys—I am simply asking for an expression of opinion from your Lordship.

His Lordship—Are you going to call witnesses?

Mr. Dennys—if your Lordship thinks I should I will, but your Lordship has full power to stop the case.

His Lordship said he would hear Mr. Dennys's witnesses.

Mr. Dennys—Although I shall call witnesses in deference to the wishes of the Court, I do not think that were I to call fifty witnesses I could make my case much stronger than it is at present. In order to prove his case the plaintiff must satisfy your Lordship that there was a want of probable cause when the defendant applied to the Court for a warrant for the arrest of the plaintiff, and you must find there was malice. Now, I take it, on the plaintiff's own case, both of these things are absolutely negatived.

Mr. Ellis—My friend is arguing the case, my Lord.

Mr. Dennys—Of course I am arguing the case. I am going to show what my defence is and what I am to put forward. Your Lordship will

see that this arrest was a judicial proceeding. For the arrest itself there can be no claim for damages. The bailiff cannot be sued—he was acting on your Lordship's warrant, and the only

way the defendant can be brought in is that he can be sued for malicious arrest if he inapitated facts to the Court which are absolutely false and which he knew were absolutely false. Your Lordship, on the facts before you, exercised your discretion; whether that discretion was right or

whether it was wrong has nothing to do with the case here. The sole question before your Lordship is—Did the defendant come before the Court and tell untruths knowing them to be untruths and thus obtained a warrant he would not have obtained otherwise? Mr. Dennys here read the affidavit in which it was stated that Mr. Saville Smith was the sole proprietor of the company; that the plaintiff was engaged as business agent at \$50 per week; that he had no interest in the company; that Mr. Smith was not indebted to him; that the plaintiff obtained \$400 from the compradore of the City Hall in respect of the performance of Saturday, 27th April; that the money should have been paid into the Chartered Bank; that at two p.m. on the 29th April plaintiff told Mr. Smith he had paid the money into the Bank; that on the 30th April Mr. Smith learned the money had not been paid in; that plaintiff had taken no notice of the lawyer's letter Mr. Smith had directed to be sent; that in an interview with the plaintiff he admitted he got the money, had spent part of it, and was keeping the remainder in order to pay his passage home to England. The usual application was therefore made for the detention of the plaintiff. Resuming, Mr. Dennys said—On

that affidavit your Lordship exercised your judicial power and came to the conclusion that a warrant ought to issue. Has the plaintiff here-to-day said a single word, except the bare

statement that the defendant is indebted to him, to contradict the oath of Mr. Saville Smith? I submit he has not.

Mr. Ellis—He has. My friend is addressing your Lordship on the evidence.

Mr. Dennys—it is very unusual to interrupt. Mr. Saville Smith will go into the witness box and will swear positively to your Lordship that he is not indebted in any sum whatever to Mr. Hardy.

Mr. Hardy has rendered no accounts, and the defendant will tell you that not only is he not indebted to Mr. Hardy, but if accounts were properly taken between them Mr. Hardy

would be largely indebted to him. I do not think there is any necessity for me to quote authorities, but—

His Lordship—You do not want to do that now. We would get through much sooner if you confined yourself to your evidence.

Mr. Dennys—I would call your Lordship's attention to the case of malicious arrest.

His Lordship—I think Mr. Smith had better get into the witness box.

Mr. Saville Smith therenpon entered the box and said—On the 29th April I was the sole proprietor of the Hawthorne Dramatic Company. Mr. Hardy was employed as business agent at a salary of \$50 a week. He had no interest in the profits of the company. On 29th April I was not indebted to Mr. Hardy in any sum at all. If we went into accounts Mr. Hardy would owe me something like Rs. 4,000 or Rs. 5,000.

On Monday, 29th April, I saw the plaintiff in my room. I asked him if he had banked the money to my credit. He said "Yes." At that time I believed him. I had spoken to him about the receipts of the Thursday night. He said he had paid them into my account. He said nothing about deducting \$40. I understood he had paid in the full amount.

On Tuesday morning I went to the Chartered Bank on some other business and I discovered the cheque for \$400 had not been paid in. I immediately went to the compradore at the City Hall. He accompanied me to the Bank. We found it had not been paid in, and then we went to the Hongkong and Shanghai Bank. I was told there that a tall fair young man had cashed the cheque and got eight \$50 notes for it. I could not find Mr. Hardy. I felt annoyed because he had told me such a deliberate lie. I went to your office and saw Mr. Bowley, who wrote a letter to Mr. Hardy. I afterwards saw Mr. Hardy and he said to me, "I have cashed the cheque and I intend to keep the money to pay my passage home." Of course he was drunk, but knew what he was saying. He had made no claim against me for money due to him. He did not even then say a word to me about my owing him money. After seeing him I went to the solicitor. I swore the affidavit produced and a warrant was granted to bring the defendant up next morning to show why he should not give security. During the night previous to his arrest—between 12 and 1 o'clock—I saw the plaintiff in his room at the hotel, and spoke to him. He was in a maudlin state, and had a difficulty in speaking to me. I got hold of and shook him, and asked for the money and papers. He said they were in the tin box. There was only one in the room, and it was the one used for carrying papers. It has been used for carrying my papers. I found there the eight \$50 notes intact. I concluded they were mine and I took them. After taking the money I was sent for by Miss Grace Hawthorne, who said, "I must tell you that man Hardy is leaving tomorrow and is taking your money, which I consider is partly mine." I said, "Well, I have got the money, and no thanks to you." I said there was a warrant out for his arrest, but as I had got the money he could go. I did not want to have anything more to do with him. The next morning I saw the bailiff, and I said "I have got the money; that is all I want." He said "How much have you got?" I replied "\$400." He said "Unless I am paid \$500 I must arrest Mr. Hardy." I said I did not feel disposed to pay \$100 more. I had got my money, and that was all I wanted. It is not true that I said to the bailiff "There is the man, take him." I saw my solicitor as soon as possible and instructed him to withdraw the case. My solicitor wrote letters to Mr. Sangster and the bailiff withdrawing the warrant. The \$30 for the I.O.U. had been repaid by me to Miss Brian, the same week that her mother died. She wanted to send her younger sister home. I had never asked Hardy to pay up, because I knew he had no money. I always looked upon it as a debt I had to pay, the same as I have had to pay debts in Shanghai.

Cross-examined by Mr. Ellis—I had never checked the payments supposed to be made into my account until Tuesday. I have had no account at all from Mr. Hardy. The plaintiff should certainly have told me that the money was not paid into the bank. Plaintiff came to Hongkong in advance of the company, but I have paid for advertisements. He has arranged for various things, but has paid no money, as my name is quite good enough here. His duties were very easy. When I went into his room he

pointed to the tin box and said the money was there. I was agreeably surprised. I do not think I spoke to any member of the company about obtaining an order for his arrest.

Witness was then cross-examined as to his "other sources" of information as mentioned in the affidavit. He said the manager of the hotel told him Mr. Hardy was going to leave, and also Mr. Smith or Mr. Durant.

Have you made any payments to the plaintiff since he came here?—Yes, \$60.

What was the \$60 for?—I suppose he paid his board with it. I paid him the \$60 the same day he took my \$400.

Have you paid him \$50 a week?—Yes.

Have you paid him anything since he came to Hongkong?—No, because he has not been doing anything for me. We came a fortnight last Wednesday, and plaintiff came about eight or nine days before.

Has he been paid \$50 a week?—He has been overpaid, because I advanced him some money in Singapore.

How much did you pay him?—\$95.

And out of that he had to pay his passage, \$45. Did anybody accompany him?—A boy.

Didn't he have to pay his passage?—Deck passage, \$5.

For three weeks you have given him only \$45?—I have had nothing to do with him since last Friday. No salaries are paid while travelling.

In answer to further questions witness said—The bailiff and I went casually together. I had not then had my breakfast. The bailiff takes tickets for me at night. He simply gave me to understand that he would have to take the plaintiff. I certainly did not want to make certain that Mr. Hardy was arrested. I did not feel disposed to tell plaintiff that I had the money.

Re-examined—An advance agent has no hard work to do, but it is difficult to get a man to do the work. That has been my trouble. He had nothing to do with the money. As a matter of fact Messrs. Kelly and Walsh guaranteed the cost of the theatre. It was Mr. Durant who told me that the plaintiff was leaving the colony.

Mr. W. Farmer, New Victoria Hotel, said—I have known both plaintiff and defendant between two and three years. I am on good terms with them. On the night of 30th April I was in the bar of the New Victoria Hotel. Mr. Hardy was speaking to Mr. Madar. Mr. Hardy said he was going away the next day; that he had obtained \$400 from the compradore of the City Hall. I asked him why he got it. He said he had been keeping Mr. Saville Smith with his money for seven years, and that now he was going away. He had got what he could out of Mr. Smith. We walked out of the Hotel together. I said to him, "Well, I suppose you know what you are doing, Mr. Hardy. It seems to me rather a serious thing." He said, "Oh, it's all right; I have not touched the money. I have it intact." I think Mr. Hardy was perfectly sober. He had shown me your letter and appeared to be a little excited over it.

Mr. Dennys—He was sober. What do you mean by that?

Mr. Ellis—I think that is enough. It is a perfectly well-known English term.

Mr. Dennys (to witness)—You said he was sober. What do you mean by that? What is your definition of a man's being sober?—He knew what he was talking about.

Mr. Dennys—That is my case, my lord.

Mr. Dennys then addressed his Lordship for the defence, and said that his Lordship must be satisfied, before giving a verdict for the plaintiff, not only that the statements in the affidavit were incorrect, but were knowingly incorrect, and that the defendant acted with malice. Mr. Ellis had made a good deal of the actual words used on the morning of the 3rd, but he (Mr. Dennys) submitted that his client had nothing to do with them. If he had acted in an outrageously malicious manner, by pointing the plaintiff out in the public street, or running after him and calling special attention to his arrest, then that might show malicious motive; but as the facts were Mr. Hardy was just as well known to Brown as Mr. Smith was.

The only reason why Mr. Smith was brought into the matter was that Brown wanted to find out where the room was. The plaintiff was perfectly right in carrying out the warrant of the Court, and the only way the warrant could be released was for plaintiff to notify

that the whole of the amount was paid and there was no question as to costs. Hardy might have paid the \$500 and he would not then have been liable to arrest. Mr. Smith said, "I have the money." If he had denied having the money, then there would have been evidence of malice. Mr. Smith is not the person who arrested, but the person who obtained the warrant. He was responsible for what he did in obtaining the warrant, but not for anything that happened afterwards. Before ten o'clock the officer in the Court House was informed by Mr. Smith that the case was withdrawn, and Mr. Hardy was not taken before his Lordship. Mr. Smith did everything he possibly could to prevent the matter going further. He knew Hardy had no money with which to pay costs, and there was the evidence that Hardy had only 25 cents in the world. He had no banking account, and what would have been the good of Mr. Smith quarrelling about costs with a man of that sort. The case was withdrawn at the earliest possible moment, and counsel submitted that plaintiff could not possibly be entitled to damages. He did not want to run down the plaintiff unnecessarily, but was his evidence to be relied upon? He had sworn in the box that he deliberately lied to the defendant in saying that he had passed the cheque into Mr. Smith's account. If the defendant had not gone to the bank the plaintiff would have been out of the colony, and would have taken the money with him. If a plaintiff comes into Court with a case of this sort he must come with clean hands. The defendant was perfectly justified in getting his money and preventing the man from leaving the colony. He simply took his own money, and when he got it he withdrew the proceedings. The plaintiff had no right of claim whatever.

Mr. Ellis submitted that the defendant had absolutely no ground for believing that the plaintiff was going to leave the colony, except the statement of the plaintiff himself. The plaintiff was probably going to leave the colony in course of time, but not on the morrow. It was evidently the intention of the defendant to make his Lordship believe that the plaintiff was going to leave before the suit was brought to a definite conclusion. He based his claim, not so much upon the action of the defendant in applying for a warrant, but upon the fact that he interfered to see that it was carried out. He ought to have done everything in his power not to assist the bailiff in arresting the plaintiff, or at any rate.

His Lordship—Would it not be any man's duty to assist a bailiff if called upon?

Mr. Ellis—No, my Lord. He is in the position of a civil officer; it is not a criminal case. It is a civil warrant, and not a warrant issued by a magistrate. The bailiff could only call upon a British subject to prevent a crime.

His Lordship—I do not say it was necessary for Mr. Smith to render assistance. I do not say he could be legally called upon, but having been called upon would it not be the natural thing for him to assist?

Mr. Ellis—I say not. I say it was the defendant's duty to do all in his power to prevent this arrest. He ought to have sat by and done nothing whatever. The actual arrest has something to do with the defendant. When he interferes he is responsible for the natural consequences of his action, and I submit to you that under the present circumstances Mr. Hardy would probably not have been arrested if Mr. Saville Smith had not interested himself in the matter to such an extent as not only to point out the number of Mr. Hardy's room and show the bailiff where the room was, but when he found the plaintiff was not there, he accompanied the bailiff downstairs to the hall and pointed out the plaintiff.

His Lordship—Are you not assuming that the bailiff did not do his duty?

Mr. Ellis—I am not assuming that at all. The plaintiff is well known to the bailiff, and that is within the knowledge of the defendant. If the defendant was there for the purpose of seeing that the bailiff did arrest the plaintiff he is liable for the consequences. The bailiff would have been quite able to carry out his duty without any assistance.

His Lordship—Did the defendant's presence cause the bailiff to arrest the plaintiff?

Mr. Ellis—What I say is that the defendant is responsible for everything that arises out of that warrant. He procured the warrant, and did not do his utmost to prevent it being carried out

[May 15, 1895.]

His Lordship—You advance that as equivalent to malice?

Mr. Ellis—I advance that undoubtedly as malice. Is it probable that if he was doing all in his power to prevent the arrest he would have gone with the bailiff first to Hardy's room and then to the hall?

His Lordship—Was it in his power to stop the arrest?

Mr. Ellis—I submit it was in the then plaintiff's power, as he was the only person who was interested. As my friend himself stated, if he had paid the whole of the \$500 the bailiff would have been bound to release Hardy. I do not intend to say that it was right for the plaintiff to have kept the money or that he was justified, but it was only natural for a man who had not had a legal training to keep the money under such circumstances. Defendant had no right to go to the tin box and take out the notes.

His Lordship, in giving judgment, said—On the 29th April the plaintiff in this case received from the compradores of the City Hall the sum of \$400. That was in the morning. Later on in the day defendant met him, and asked him where the money was, and whether he had paid it into the bank. Plaintiff said he had done so, well knowing he had not done so. Defendant, relying on the word of the plaintiff, took no steps that day to verify the truth or otherwise of plaintiff's statement. The next morning he went to the bank and discovered that the money had not been paid in. Thereupon he wrote to his solicitor and instructed him to demand from the plaintiff this sum of \$400. After that, according to defendant's version, he saw plaintiff and asked him about the money, and plaintiff said he was going to keep it and pay his passage home as he was going away. Thereupon the defendant applied for an order to have the person bailed, and failing that for him to be arrested. That warrant was executed about nine o'clock on the morning of the 1st inst. Now, first, as to reasonable and probable cause for acting as he did in this matter. Of course, in the defendant's original affidavit the important clause is clause 7, in which he swears that the plaintiff told him that he was about to leave the colony, and that he had heard this from other sources. As to this point of leaving the colony. You have it first of all that the defendant in this suit says that the plaintiff told him he was going to leave just before the application for an order was made. Then you have in the same evening the plaintiff telling the same tale to Mr. Farmer. Then you have it in evidence that it had got hinted abroad amongst the company that Mr. Hardy was to leave the colony. I think that was sufficiently shown by Miss Hawthorne's evidence. Now is it unlikely that Mr. Hardy told Mr. Saville Smith that he was going away? I think, in face of the fact that he told somebody subsequently, that it was not at all unlikely. It was the most natural thing for him to say, and he was evidently going about talking about the matter. Mr. Smith says in regard to his other source of information that Mr. Hardy was about to leave the colony that he heard it from the manager of the hotel before he issued the warrant, and he also heard it from Mr. Smith or Mr. Durant of the company. In re-examination he thought it was Mr. Durant. I am satisfied that Mr. Saville Smith had reasonable suspicion upon which to act. All that it was necessary for him to show was that there were facts which would create a reasonable suspicion in the mind of a reasonable man. Supposing one of us had been in that position—a man taking \$400 of our money, and he tells you, and you hear from other sources, that he is about to leave the colony. The means of leaving the colony are very easy, you can go away to Canton and get away by French mail the next day. However, I cannot help coming to the conclusion that in acting as he did Mr. Smith was fully justified by the circumstances of the case. Of course if you cannot show reasonable and probable cause it is almost an inference that there must have been malice. But apart from the presence of reasonable and probable cause, is there any evidence of malice? Now malice can be shown by acts either precedent to or subsequent to the act complained of. I do not think any malice has been proved before the warrant was taken out, and it seems to me that Mr. Smith, by writing to his solicitor and telling him that he wished the suit to be withdrawn, and also upon his

own evidence when he said "I have got the money; that is all I want," and later on he said "I left it with the bailiff"—I think that rather goes to rebut all presumption of malice in this matter. I do not think I need go further into this matter, except just to advert to that point about the necessity of the plaintiff proving that the decision of the judge's order on the termination of the suit was in the plaintiff's favour. If an action for malice arises it is necessary to allege and prove that the original proceedings which form the alleged ground of the action are at an end. The termination must be such as to afford *prima facie* evidence that the suit was without foundation. Mr. Hardy has acknowledged that he took this money that did not belong to him, and I must say that there is no *prima facie* evidence to show that the suit was without foundation.

Mr. Ellis—I did not allege that for a moment.

His Lordship—I only referred to it for this reason, that it was necessary for you to prove it as part of your case—the suit in which this warrant was issued. It was issued in consequence of the suit which was to be brought against your client.

Mr. Ellis—It is not absolutely necessary for me to show that the case has been dismissed. In a malicious prosecution I agree—

His Lordship—You will find that it is in a malicious arrest as well.

Mr. Ellis—Not, I think, in civil matters, my Lord; it is only in reference to criminal matters.

His Lordship—I think not. You did not lay any stress upon that point at all.

Mr. Ellis—The point I laid stress on is the proceeding on 1st May at the time of the actual arrest, and also on the words of the affidavit. My strong standpoint is what took place at the time of the actual arrest.

His Lordship—I think I have shown you what I thought of that. Under the circumstances of the case judgment must be for the defendant with costs.

Mr. Ellis asked about the costs of Thursday's proceedings.

His Lordship—I have thought about that, and each party must pay his own costs for that day.

Mr. Dennys made an application, under the 16th section of the code, for compensation to be awarded to Mr. Saville Smith, who had been arrested on the 6th inst. at the instance of Mr. Hardy, on the ground that the order for the arrest was applied for on insufficient ground. He (Mr. Dennys) did not suppose that Mr. Saville Smith would get the money, but that was not the question. If his Lordship wished, Mr. Smith would go into the box and swear that it was absolutely untrue that he was going to leave the colony before the return day of the summons. His Lordship had already held that the arrest was applied for on insufficient grounds.

His Lordship said that matter could stand over, and fixed Monday morning for the hearing of the case in which Mr. Hardy sues Mr. Smith for Rs. 1,552, money alleged to have been borrowed.

13th April.

The second action by Mr. F. Brett Hardy, advance agent of the Grace Hawthorne Company, against Mr. Saville Smith, proprietor of the company, came on for hearing. The plaintiff sought to recover Rs. 1,552.7, part of which was said to have been paid by plaintiff on behalf of the defendant, and part lent to the defendant.

Mr. E. C. Ellis (of Mr. V. H. Deacon's office) appeared for the plaintiff, and Mr. H. L. Dennys for the defendant.

Mr. Ellis—The claim in this case, my lord, is partly for money paid for or on behalf of the defendant at his request, and partly for money actually lent by the plaintiff to the defendant. The particulars are as follows:—On the 20th February fares paid by the plaintiff for the defendant for D. C. Smith, Durant, Miss Brian, three gharrys, and the plaintiff from Bombay to Calcutta, Rs. 184; luggage on the same journey, Rs. 110.13; board bills at Bombay, Rs. 130; fare for Miller, another member of the company, from Bombay to Calcutta, Rs. 70; meals on the train from Bombay to Calcutta, Rs. 17; rent of bungalow at Mhow, Rs. 75; telegrams on the train in connection with the company, Rs. 7.14; coolie hire in connection with the same journey, Rs. 1.12; advance made to D. C. Smith on his salary, Rs. 16; same to Duran, Rs. 5, and

Fawcett, Rs. 13; and Rs. 905 lent to the defendant by plaintiff. I do not think it is necessary to address your Lordship at all as to the circumstances connected with these items. It was a very simple transaction, and it only remains for me to put the plaintiff in the box and prove the actual payments.

Mr. Frank Brett Hardy, the plaintiff, detailed the items he said he paid on behalf of the defendant, and added—Mr. Smith made an arrangement to go East with Miss Hawthorne. He had no money to pay the preliminary expenses. He told me so. I had a sum of Rs. 1,825 and a few annas from England, so at his request I paid for the fares. I took the tickets myself, and paid for the luggage myself. When I went to take the tickets Mr. Smith gave me permits from the railway companies. The permits were for the purpose of travelling at a cheaper rate. When I took the tickets I found I was one permit short, and I was told they could not book right through from Bombay to Calcutta unless I got the permit. I eventually got the permit and took the tickets. When I purchased the tickets I took charge of them. Mr. Smith did not give me the money to buy them and I had no money of his in my possession at the time. The board bills at Bombay were for the people who left for Calcutta and for members of the old company. I gave Mr. Smith the money to pay these bills with. Mr. Miller was left in the section hospital ill, and at Mr. Smith's request I sent him Rs. 50 at Bombay, for him to meet the train at a station along the line. He afterwards wired that he could not get away that day, and Mr. Smith asked me to give him Rs. 20 more, which he enclosed in a letter and left it with the station master, so that Mr. Miller could get to Calcutta. The meals on the train were for most of the members travelling. One or two paid for their own, and I paid for the rest at the request of Mr. Smith. The bungalow, for which I paid rent, was taken by the whole company. When we got to Bombay a Parsee gentleman came to Mr. Smith about the rent and said that proceedings would be taken unless the rent was paid. Mr. Smith told me he was going to be arrested for the rent, and asked me to settle the account. I told Mr. Smith that it was agreed to accept Rs. 75 in payment. The claim was Rs. 150. Mr. Smith asked me to pay the money, and I did so. The bungalow was at Mhow. The telegrams were sent to Calcutta and were in reference to meeting the company and engaging people. They were sent in the name of Mr. Smith. I paid the coolies for moving the luggage of the company when we had to change trains. The Rs. 16 were paid to Mr. D. C. Smith at various times. One rupee was advanced on the journey from Bombay to Calcutta, Rs. 5 at Calcutta, and the balance on the boat between Calcutta and Rangoon. Mr. Saville Smith asked me to pay the money, and said "Hardy will give you Rs. 10." I paid Durant on the Calcutta platform and Fawcett part on the boat and part at Rangoon. I handed the defendant Rs. 1,000 Bombay note, to take the tickets of Fawcett, D. C. Smith, and myself to Rangoon. He took the fares, gave me my ticket and Rs. 100 change. I afterwards handed him Rs. 5 in silver. In not one instance had the defendant given me the money to make the payments. I never had money belonging to defendant on the occasions when I made the payments. I have a few vouchers for the payments—vouchers for telegrams and meals. I handed the receipt for the rent to Mr. Smith, and I gave Mr. Smith the money to pay the board bills at Bombay. I produce the memoranda I made of the payments, and the entries correspond with the particulars of my claim. There are other entries in the book prior and subsequent to the dates of payments. I have not yet had a settlement with the defendant in reference to this account, and the money is still owing to me. I have spoken to the defendant about the money in Hongkong. He denied owing me anything.

Cross-examined by Mr. Dennys—The subsequent entries are monies paid to Mr. D. C. Smith at Rangoon. There is nothing at all written in the book after the total Rs. 1,552.7—not at that end of the book. The items written in the train relate to Miller, telegrams, and one or two items for meals. I did not make the entry of Rs. 100 in Hongkong. We performed in Rangoon, and after Mr. Smith left

some of the money went through my hands. It was about Rs. 1,200, I should think.

What did you do with that?—I paid it away in salaries, bills, and different things.

You accounted for it to Mr. Smith?—Yes.

Witness, continuing—I was at Singapore part of the time the company was there. I took the money and handed it over each night to Mr. Smith. I could not say how much it was. I dare say about \$100 was taken on the first night, but I cannot remember what the amount was. I cannot remember whether, on April 6th, the amount taken at the doors was \$224. I was there during two performances—Saturday and Monday. I left on the following Tuesday. The money I had from England was sent out to the bank. I am almost certain it was to the National Bank of India, Bombay. The amount was Rs. 1,800. Mr. Smith knew I was expecting it. I told him I had received it when I drew it from the bank. The bank people did not write to me saying the money had come. I certainly sent for the money. I wrote from Bombay. I do not know the date; it was on the receipt of a letter. I think it was about 3rd January. The letter was from my sister, and I produced it. It is dated November 29th, 1894. I did not write immediately on the receipt of the letter. I do not suppose that the money came by telegraph. I did not receive a bill of exchange; no document was given to me. I did not tell all the company about receiving the money; only Mr. Smith.

Up to that time you were very hard up?—I was not in a very flourishing condition.

You had to pawn your watch?—I do not say there is anything wrong in that, but you were so hard up that you had to pawn your watch at Penang?—Yes.

If you had not received the Rs. 1,800 you would have had no money to lend Mr. Smith?—No.

And you practically lent him the whole of the money—Rs. 1,550?—The greater part of the amount.

And you took an engagement from him at \$50 a week after that?—That was some time after we started. Mr. Fawcett was the agent. My position was undefined when I left Calcutta. Before getting to Singapore I had no salary.

In answer to further questions witness said—I do not owe Mr. Barb, of Calcutta, any money. I owe Miss Christine Rs. 65. I also owe money at Shanghai for the theatre and hotel bills. Mr. Smith said he lost money at Rangoon. I do not know whether there was a loss of \$800 there. I have not seen the Singapore accounts, and do not know there was a loss there of \$1,100.

Do you solemnly swear that you have not made a mistake in saying that those items were entered at different times?—I have sworn it.

Are not the entries apparently written at one time?—No, they are not.

When did you total it up at the end?—I totalled it up here when I put in my claim for the amount.

You did not think it necessary to put in any dates?—No.

Did you get any promissory note or acknowledgment from Mr. Smith for the Rs. 945?—No.

Have you got anything whatever to show me that you lent him this money at all?—I have got this letter that states that the money is at home for me. If we were in Bombay the bank would state that I had the money. If you like to telegraph to the bank I dare say they will tell you I received it.

When were the particulars first sent in?—The account was sent in by Mr. Ellis.

After you had been arrested by Mr. Smith?—Yes.

Mr. Dennys then read a letter from Mr. Deacon, solicitor, to the defendant, making application for damages for malicious arrest and for money lent. The letter contained the following sentence—"You are acquainted with the details of the claim."

Mr. Dennys—The "details" was a mistake of Mr. Deacon?—Oh, yes. Mr. Smith may have known some of them.

Mr. Ellis—The details may not refer to the actual figures, but only to the items. It is perfectly right.

Mr. Dennys—Did you instruct Mr. Deacon to say that Mr. Smith was acquainted with the details?

Mr. Ellis—I object to the question before it is put. It is a privileged letter.

Mr. Dennys—It is not your privilege; it is your client's privilege, and your client can claim it if he likes.

His Lordship—I think Mr. Ellis is quite right in interrupting.

Mr. Dennys—Yes, my lord, but it is a most common thing in this Court to ask whether the solicitor was instructed to write in such a way.

Mr. Ellis—You have no right to ask that question.

Mr. Dennys—To call it a privileged communication is absurd. (To witness). Of course you understand that anything you said to Mr. Deacon is privileged, and you need not tell me. Did you or did you not instruct Mr. Deacon to inform Mr. Smith that he was acquainted with the details of the claim?

Mr. Ellis—Don't answer the question.

Witness—I object to answer.

Mr. Dennys—You can do as you like. As far as you know Mr. Smith was not acquainted with the details of the account?

Witness—Mr. Smith knew I paid the money for and on his behalf. He may not have known the exact amount.

You received a letter from me demanding \$400?—Yes.

Did you then inform me or Mr. Smith that Mr. Smith was indebted to you?—I informed Mr. Smith that day.

Did you answer the letter?—No.

That is the I.O.U. for £30 which you gave to Mrs. Brian?—Yes.

Re-examined—The money I received was sent by my cousin, Henry Raffle, of London, who is well known in England. When I pawned my watch I was on the way to India. I was proprietor at the time, and Mr. Smith was manager. I pawned my jewellery to get the company out of Penang. I, and not Mr. Smith, have been the monied man. Mr. Smith has been running companies in his own name with money borrowed from me and other people. I took Mr. Smith home in 1889. Saville Smith was to act as manager. I did not give him any fixed salary, but gave him money as he required it.

Mr. Dennys objected to this line of re-examination, as it did not arise on the cross-examination.

Mr. Ellis—He states that his client was not in a position to require loans of money. As a matter of fact he was a man in needy circumstances, and I submit I am entitled to re-examine upon the point. My friend has attempted to show that my client has been a man of no means throughout the transaction and that Mr. Saville Smith has been a man with money, and there has been no occasion for a loan. I am showing what Mr. Saville Smith's position has been all through his career, and I shall be able to rebut the inference that my friend's cross-examination attempted to raise.

Mr. Dennys—Provided I am allowed to ask questions in reference to past matters I have no objection to this line of cross-examination. I am quite prepared to show that Hardy was employed by Mr. Smith in Melbourne at \$2 a week.

Mr. Ellis said he would not proceed further in that direction.

In answer to further questions witness said he did not get an acknowledgement for the money lent, because he did not think the defendant would deny the transaction. The defendant had knowledge of the amount owing before the warrant was issued.

Mr. D. C. Smith, a member of the company, spoke to being lent Rs. 5 at Rangoon by the defendant, who said that Mr. Hardy would give him Rs. 10 which he (Smith) had given for him. He also spoke of other items in the account.

Cross-examined—I had not heard that Hardy had received Rs. 1,800 in Calcutta. I always looked to Mr. Smith to pay the expenses, and he did so.

Re-examined—When Mr. Smith returned from America he paid the salaries. Things then were very bad, as business was dull, and there was a general rumour that Hardy had no connection with the company. The money that was lent to me was deducted from my salary.

This concluded the plaintiff's case.

Mr. Dennys—Your Lordship is acquainted with my defence in this case. It is an absolute denial that the sum of Rs. 1,552.7 is due from the defendant to the plaintiff. The defendant will tell your Lordship that the plaintiff has never made any payment on his account since

leaving Bombay, except when he has actually provided him with cash at the time in order to do it; that he has never borrowed Rs. 905, or any other sum whatever. He will tell your Lordship that the plaintiff has been hard up the whole time, that he kept him, as much out of charity as anything else, because they have been connected with each other for some time. The plaintiff has never had any money whatever of his own, and this Rs. 1,800 he received from a rich relation in England was never heard of by Mr. Smith or by any other member of the company, so far as he knows, up to the time the case came on. With reference to the I.O.U. I shall call Miss Brian to prove that the £30 was paid, and thus show that if there was any question between the parties the plaintiff would really be indebted to the defendant.

Mr. Saville Smith—I have known plaintiff five or six years. I first met him in Australia, when I had an opera company. I have been proprietor of dramatic and opera companies, mostly opera companies, for eighteen years. I have been all over the world—America, Australia, and I have been out here twice. I had the Gaiety Theatre in Sydney when I first became acquainted with Mr. Hardy. In 1889 we went home to England. Speaking of the tour in India witness said—I paid the fares, and gave Mr. Hardy the money with which to pay for the luggage and other incidental expenses between Bombay and Calcutta. I had to pay for the meals of the company. I paid the rent for the bungalow myself in my bedroom. It is an infamous lie.

His Lordship—Don't use such strong language.

Witness, continuing, said—Since I left London I have not received one cent from Mr. Hardy in connection with the payment of bills for the company. As far as I know Mr. Hardy had no money of his own in Calcutta. Hardy arrived in Calcutta at seven o'clock on Friday evening and left at seven o'clock the next morning. I have never seen a Rs. 1,000 note of his in my life. Mr. Hardy has received money of mine in Rangoon, Singapore, and Hongkong, and as far as I know he has paid over the whole of the amounts he has received. At no time has he told me he had a claim against me of Rs. 1,500, because he knows he is indebted to me. In reference to the I.O.U., I paid the £30 to Miss Marie Brian after Mrs. Brian's death, because I told Miss Brian, in answer to her question, that it was no use going to Hardy for it, as he had not got any money. We all knew that. Mr. Hardy and I carried on a Lyric Company, and we have never had a settlement of accounts. I should think that he owes me about Rs. 3,000 or Rs. 4,000.

The Court then adjourned.

After the adjournment the witness said that in February he paid Hardy Rs. 200 and Rs. 120 for hotel bills in Calcutta. In Penang plaintiff had \$50 and in Singapore \$50, and for hotel bills he was paid \$134.10.

Cross-examined—I have not heard that my father's theatre in Manchester was in mortgage. I have had a good deal more than £100 from my mother since I left England—perhaps £200 or £300 during the last fifteen years. I took a company of twenty-four people from San Francisco to Australia in 1880, and I then had \$4,000 gold. I first knew Mr. Hardy in 1889, and at that time I had an opera company at the Gaiety Theatre, Sydney. I first had business transactions with plaintiff in 1889 when I went home to England. I was sole proprietor of the company, and made some money—not much. Perhaps it was more than £100. After that I think I took a trip into the country with the company, and I do not think we lost. When I got back I met Hardy. The season was then over and the company disbanded. I do not suppose I made much during the season. After going to England I went out again with Mr. Hardy and had the Gaiety Theatre, Melbourne. I then represented Mr. Hiscocks and Mr. Marshall, and had a power of attorney from Mr. Hiscocks, solely, but not from Mr. Marshall. I swear that Mr. Marshall had something to do with the theatre, as he was in partnership with Mr. Hiscocks.

Who paid your expenses in London?—Mr. Hiscocks gave me £100 when I was leaving to pay current expenses, and wired me the equivalent of eighteen people's fares at £24 per head.

Who paid your board?—I paid my board, certainly.

Mr. Ellis here read a deed of partnership between Mr. Hardy and Mr. Hiscocks, and asked whether any money was advanced to witness?

[May 15, 1895]

Witness—No. If I did receive any money it was a matter of business. I do not think I received any money for my board from Mr. Hardy. I will not swear that I have not. I was there most of the time myself. I drew on Mr. Hiscocks for my expenses, and settled with him on my return. I was in England about six weeks. Mr. Hiscocks paid my passage. My expenses during that time were more than £100. I got the rest of the money when I returned. In Australia I got £12 a week salary, and a percentage on the profits. I was not responsible for the losses.

On your arrival in England did Mr. Hardy pay you £500?—Certainly not.

Mr. Ellis said that according to the deed of partnership the witness was to receive £500 from Hardy in consideration of the power of attorney. Witness said he certainly did not receive the money.

Witness, continuing, said—I got my salary; but no profits. I went to Tasmania and superintended the building of a theatre at Launceston, and had a salary of £7 a week. It was not my business to alter the architect's plans. The only thing I had control over was the seating of the house and the building of the stage, and in those respects I altered the plans. I was thus engaged for about three months, when I took the theatre on a lease. I suppose I then had about £300 or £400, I could always get capital. I took the theatre for three months, and did fairly well. I have had many failures, and have got one now. (Laughter). It is not a fact that when I started the Gaiety Theatre I had to borrow £50 from a Mr. Marshall, printer. Mr. Hardy was not concerned in the Tasmanian theatre.

Mr. Ellis—You are not an architect?—Well, I don't know. I am not a solicitor.

Mr. Ellis—Probably they would not have you.

Witness—I return the compliment to you.

In answer to further questions witness said he was burned out twice, but he still had his original capital. When he went to England Mr. Hardy might have paid his passage. In 1892 Mr. Hardy paid him £10 on 30th August, on the 8th August £6. I think they were towards the business. When we left England Mr. Hardy and I were partners. I swear that it was not for the sake of my name appearing that I was given out as a partner. I was not known out here then. I should think we made \$3,000 or \$4,000 on the tour. That was in 1894. When I went to America I had \$750 from the show, and I spent between \$800 and \$900 gold in America. In the meantime the company was mismanaged by Mr. Hardy and Mr. Nunn.

Witness was cross-examined at some length respecting his financial affairs, and he said he could always get money when he wanted it. He swore that he did not say to Mr. Montgomery, speaking of the rate of exchange, "Poor Hardy got £90 from England, and he has got Rs. 1,800 for it."

Mr. Ellis—if his Lordship will allow me I propose to call two witnesses who heard you have this conversation. Do you still deny it?

Witness—I deny it emphatically.

Mr. Ellis—I will ask your Lordship's permission to call the two witnesses.

Witness—I never mentioned such a thing. I deny it if you call twenty witnesses.

Mr. Dennys—I do not think the witness should be called, as he is in Court. He is suing Mr. Saville Smith at this moment.

Mr. Ellis—But the other one is not.

Witness—He will swear anything.

Mr. Ellis—that is a very impudent remark, and one you have no right to make.

Mr. Dennys said that Miss Brian was unable to attend as she was unwell.

Mr. Walter Durant said that in July last year he was in Penang when the defendant returned from America. Witness was not a member of the company then. He joined it about two months after at Calcutta, and was engaged by Mr. Smith. As far as he knew Mr. Hardy was not a partner of Mr. Smith. Witness had no knowledge of the \$5 said to have been advanced by Mr. Hardy. He always got his money from Mr. Smith, and had never heard that the plaintiff received money from England, or that Mr. Smith was indebted to him.

In cross-examination witness said that he was not an intimate friend of Mr. Hardy, and there was no reason why Mr. Hardy should have told him that he had received money from England,

or that he should have told him he had lent money to the defendant.

This was the case for the defendant.

Mr. Ellis asked permission to call two witnesses.

His Lordship granted permission, and said that as one of the witnesses was in Court he should accept his evidence subject to that fact.

Mr. W. J. Montgomery was then called and said—Mr. Saville Smith once called upon me and my wife at our house in Calcutta, and amongst other things the question of exchange arose. He said that if the rate of exchange went lower it would be absolutely impossible for theatrical managers to exist in the East. I said I had discovered that to my sorrow, as I had brought people out at sterling and had to pay them at the rate of exchange. Smith said "Hardy, my partner, had £90 from England, and received 1,800 rupees."

Cross-examined—You and Miss Hawthorne were stranded?—Absolutely.

You had to get somebody to get you back to Calcutta?—Not necessarily. I simply had to write to my people.

You telegraphed to Bombay to Mr. Smith?—I did, and Mr. Smith said he never received the telegram.

When was the telegram sent?—I cannot tell.

Further cross-examined—I met Mr. Smith by accident in the office of the Corinthian theatre, Calcutta. I could not pay all my debts in Calcutta.

It was a salvation to you to meet Mr. Saville Smith?—Looked at from your point of view.

Looked at from your point of view at the time. You were very anxious to get Mr. Saville Smith?—Not particularly. Mr. Saville Smith was more anxious to get us than we were to get him. We were his salvation.

Witness, continuing—I cannot say when the conversation was held. I did not see Mr. Hardy before Mrs. Montgomery was engaged by Mr. Smith. Mr. Smith has had a dispute with Mrs. Montgomery and me.

He gave you notice to leave the other day?—Yes.

And you have issued a writ against him?—I have.

There has been a heavy loss on the company? Mr. Smith has made it appear so.

Miss Grace Hawthorne, wife of the last witness, said that until lately she had been connected with the dramatic company managed by Mr. Smith. She then related the conversation that took place between the defendant and the last witness respecting the rate of exchange, but she did not remember Hardy's name being mentioned.

Cross-examined—We were not stranded as far as I am aware. I wrote or wired to the defendant to Bombay, hearing that he was in want of people. I was not displeased with Mr. Hardy being connected with the company. I am never displeased at meeting a gentleman. My maid, who was English before she went to India, was in the room at the time the conversation was held.

Mr. Dennys addressed the Court for the defense, and asked his Lordship not to accept Mr. Montgomery's evidence against the sworn testimony of Mr. Saville Smith, as Mr. Montgomery said that he could not remember the date or the time of the conversation and that no one was in the room at the time, whereas Mrs. Montgomery had said that her maid was in the room as well. The plaintiff had no promissory note or admission of debts. Did his Lordship believe that that man received Rs. 1,800 in Bombay? Were the entries in the book to be relied upon? Counsel asked his Lordship to come to the conclusion that the entries were written after or about the time Mr. Deacon's letter was sent to the defendant, and that the plaintiff had not made out his case.

Mr. Ellis repudiated the suggestion that there was anything wrong in the letter sent by Mr. Deacon. "Details of the claim" meant the items, and not the actual figures. Whether it was true or not that Mr. Hardy received the Rs. 1,800 did not affect the question whether he lent the defendant Rs. 1,550. Counsel submitted that it had been fully proved that the company could not have left Calcutta without the assistance of Mr. Hardy.

His Lordship said he wished to read the evidence and would reserve judgment. In reference to the application by Mr. Dennys on Saturday his Lordship said he would not put the clause in the Code of Civil Procedure in

operation. Mr. Dennys, if he liked, could proceed in another way.

Mr. Dennys—You dismiss the application without prejudice.

His Lordship—Yes, without prejudice.

HONGKONG SANITARY BOARD.

The fortnightly meeting of the Sanitary Board was held on Thursday afternoon. The President (Hon. F. A. Cooper) was in the chair, and there were also present Dr. Atkinson, Acting Colonial Surgeon, Dr. Westcott, Acting Medical Officer of Health, Commander W. C. H. Hastings, Acting Captain Superintendent of Police, and Mr. H. McCallum, Secretary.

THE MACAO GOVERNMENT AND THE PLAGUE.

Mr. E. E. Werner, British Consul at Macao, wrote stating that the Macao Government had decreed a medical examination of all passengers arriving by steamer from Hongkong.

VOTE OF THANKS TO THE UNOFFICIAL MEMBERS.

The SECRETARY read the letter from the Colonial Secretary stating that His Excellency had been "pleased to accept" the resignations of Dr. Ho Kai and Dr. Hartigan as members of the Board.

The PRESIDENT—Gentlemen, I think this letter calls for a few remarks from me. It is well known now to the members of the Board that Messrs. Ho Kai, Francis, Hartigan, and Leigh have resigned their seats as members of this Board. I do not propose to enter upon the special reasons which have caused these gentlemen to resign their seats, but I think the Governor, the members of the Government, the members of this Board, and the public generally will concur with me in the motion which I now intend to present at this meeting. Although many of us were absent from the colony during the serious epidemic of plague last year, I am sure the published accounts of that epidemic are sufficiently convincing that these gentlemen, especially Mr. Francis, who I understand, devoted several months of his time absolutely to the work of coping with the epidemic—I say it is obvious from these published accounts that these gentlemen rendered valuable services not only to this Board, but to the colony generally. My predecessor in this chair, Mr. F. H. May, who was also intimately connected with the operations mentioned to me before leaving the colony, that he had hoped to bring before this Board the very valuable services and the enormous amount of work performed by Mr. J. J. Francis, Q.C., as Chairman of the Permanent Committee last year. With these few remarks I beg to move the following resolution:—"That the thanks of the Board be conveyed to Messrs. Ho Kai, Francis, Hartigan, and Leigh, for the assistance they have rendered in the conduct of the business of this Board during their membership and especially to Mr. Francis, Q.C., for his untiring zeal and energy in coping with the plague epidemic during 1894."

The ACTING CAPTAIN SUPERINTENDENT OF POLICE—I saw the work which was done by these gentlemen last year, and I have very great pleasure in seconding the resolution.

Carried.

THE MEDICAL INSPECTION OF PASSENGERS.

The COLONIAL SECRETARY sent the following report by Dr. Atkinson:—

I fail to see the utility of a medical inspection of passengers and crews of vessels arriving from Canton. The incubation period of plague is nine days, and considering the short time it takes for a vessel to come from Canton, it is very unlikely that a case would be detected. The experience of last year, when two medical men performed that duty alone for some months, bears me out, as there was not one case of plague detected by them. If the Government decide that this medical inspection be carried out I apprehend that we shall have considerable difficulty in obtaining the medical men.

The PRESIDENT said that as the Government considered the inspection of hosts impracticable, he proposed to take no further steps in the matter.

IS A THIRD SANITARY SURVEYOR WANTED?

The COLONIAL SECRETARY wrote asking whether the Board required a third Sanitary Surveyor in addition to Messrs. Crook and Ram.

The following minutes were attached:—

The President—Please circulate, and if members concur reply that so long as Mr. Ram's services are

at the entire disposal of the Board, no necessity at present exists for another Surveyor.

The Acting Medical Officer.—I think a third Sanitary Surveyor necessary in order to expedite the connection of houses with the new system of drainage.

The Acting Captain Superintendent of Police.—I concur with the D. P. W.

The President said that the addition of a third Sanitary Surveyor was not necessary. Few applications had been received for the supervision of drains. As a matter of fact, the Board had not power to carry out this work for private owners.

REPORTS ON PLAGUE CASES.

Mr. F. H. May, Captain Superintendent of Police, forwarded a report from Inspector Stanton respecting the case of plague at 79, Queen's Road West. The report stated that the patient, who was a coolie, had been living in the house since 4th April, when he returned from his native place, Lui Po Chun in the San Uイ district.

The following minute by the Secretary was attached:—

It seems clear that the man was infected in the colony, but he may have carried the infective matter with him from his house in the San Uイ district.

There was also a report by Mr. F. H. May respecting the case of plague at 27, Nullah Lane, which stated that it was improbable that the case had originated in the house. Inspector Butlin had reported on the matter, and stated that the patient and his wife left Macao on or about 23rd April and went to Canton. They came to Hongkong by a steamer on the 23rd April.

The COLONIAL SECRETARY wrote the following minute on the cover:—

I understand that Chinese are evading the restriction on immigration from Macao by going to Canton and coming to this colony by the Canton boats. I have asked the Harbour Master to report whether the number of immigrants from Canton has increased since immigration from Macao was prohibited.

MORTALITY STATISTICS.

The death rate for the week ended 27th April was 15.6 per 1,000 per annum, as compared with 23.7 in the corresponding week last year. The Secretary noted that the features of most importance in the return were the deaths recorded from small-pox and typhoid fever—one death from each.

The Board adjourned until next Thursday week.

THE PLAGUE.

9th May.

No further cases of plague were reported yesterday. The case from No. 2, Pound Lane is dead.

10th May.

Yesterday morning the system of dealing out tobacco allowances to soldiers and policemen engaged in the house to house visitation work was commenced at the Police Station. Last year, during the plague, tobacco was served out to the men, and it has been thought advisable to adopt a similar plan this year. The men will also be given coffee.

11th May.

A man suffering from plague was admitted into the Kennedytown Hospital yesterday. He is alleged to have come down from Canton on the 7th inst. and to have resided at No. 2, Wing Lok Street, third floor. He went on board the steamer *Belgic* on Thursday and was sent to hospital by order of the Health Officer of the port. We understand this is the only case of plague now under treatment at Kennedytown.

The police in their house-to-house visitation are being materially assisted by about twenty Riflemen.

The following telegram has been received by the Hongkong Government from the Governor of the Straits Settlement:—

"Chinese immigration prohibited vessels leaving or touching at Macao, Swatow, Hainan after 10th May."

The following telegram was received by the Col^s. Secretary from the British Consul at Amoy on the 11th inst.:—"Amoy reported by Medical Officer to be free from plague."

13th May.

No case of plague has been reported since Friday last. The man from the *Belgic* died on Sunday. We understand there is no case of plague now under treatment in the hospitals. At Macao the disease continues epidemic, the deaths still numbering about thirty per day.

PRECAUTIONS AGAINST THE PLAGUE.

The following official correspondence, with reference to the arrangements made to guard against the plague, has been forwarded to us for publication:

Public Works Office,

Hongkong, 6th May, 1895.

Sir,—I have the honour to forward for the information of His Excellency the Governor the enclosed copy of a report by Mr. Crow, Assistant Secretary and Sanitary Superintendent, showing the arrangements that have been made with a view to preventing the further spread of the bubonic plague and dealing with any cases that may occur.

2.—The arrangements have received my approval, and I have given orders to the officers of the Sanitary Board to strictly enforce the provisions of the Health Ordinances and by-laws without fear or favour.

3.—His Excellency is aware (a) that Captain Hastings has with the assistance of Mr. Crow and other officers of the Sanitary Board arranged for the isolation of persons, who have been in contact with plague patients, in marriage boats moored off Stonocutters' Island.

(b)—That the Colonial Surgeon has made the necessary arrangements in respect of the inspection of cases at the Tung Wa Hospital and their subsequent treatment if necessary at the hospital at Kennedy Town.

(c)—That Dr. Lowson visits premises in which cases of plague occur west of the Hongkong Club.

(d)—That Surgeon-Major Westcott visits premises in which cases of plague occur east of the Hongkong Club and daily visits those persons in isolation.

(e)—That the Director of Public Works has in consultation with the Colonial Surgeon arranged to provide further hospital accommodation as it becomes necessary, and is supervising the preparation of the necessary graves and interment of the remains of plague victims at the plague cemeteries at Mount Davis.

(f)—That the Director of Public Works is enforcing the provisions of Ordinance 15 of 1894 as to the removal of cubicles, cocklofts, and rubbish from private premises in the immediate vicinity of two of the houses in which cases of plague occurred on the 30th of April, and Mr. Ram, Assistant Sanitary Surveyor, is doing similar work in the vicinity of the premises in which the other case of plague occurred on the same date.

4.—The Sanitary Inspectors in several health districts in the city, eight in number, and in the villages continue to perform their usual duties, so that the general improvement of the sanitary condition of premises throughout the colony may not be neglected in the event of cases of plague occurring in particular localities.

5.—Mr. Crow is inspecting all premises and effecting, with the assistance of the staff of the Sanitary Board, the vacating of premises occupied in contravention of the provisions of Ordinance 15 of 1894 so far as time permits, his first duties being the supervision of those operations described in the attached report.—I have, &c.,

FRANCIS A. COOPER,
Director of Public Works,
President, Sanitary Board.

The Honourable The Colonial Secretary.

* Sanitary Department, 3rd May, 1895.

Sir.—The following are the steps taken by me in pursuance of the instructions conveyed to me verbally by the late Vice-President on the 30th ultimo.

2—About 3 p.m. on that day the Captain Superintendent of Police informed me that a force of 1 European Police Sergeant, 7 European Police Constables, and 16 Chinese Constables had been detailed for house to house visitation, to commence at 7 a.m. the following day, and that soldiers had been applied for to help, and directed me to so inform the District Inspectors concerned. I did so at 3.30 p.m.

3—About 6 p.m. I met Mr. May at the Central Police Station and was then acquainted with the answer he had received from the Deputy Assistant Adjutant-General, viz., that 12 non-commissioned officers and men of the Royal Engineers and 9 non-commissioned officers and men of the Rifle Brigade had been detailed by order of His Excellency the Major-General for service with the Civil Authorities.

4.—My instructions were then to tell off these men to assist the Police and District Inspectors of Nuisances for certain of the services deemed to be urgent at the special private meeting of the Board held at 3.45 p.m. the same day, viz.:—

(a.) House to house visitation in conjunction with the Police.

(b.) Disinfection of night soil in all latrines open to the public, and

(c.) Disinfection and cleansing of infected houses.

5.—The instruction of H.E. the Governor, transmitted with a letter of the Deputy Assistant Adjutant-General to the Acting Colonial Surgeon at 7 a.m. the following morning (May 1st) and marked urgent, was communicated to me by Dr. Atkinson soon after 8 o'clock.

6.—At 9.15 a.m. Lieut. Matheson personally handed over to me 12 non-commissioned officers and men of the Royal Engineers; within half an hour seven of them were withdrawn under an order from headquarters communicated by a non-commissioned officer. These places were filled by men of the Rifle Brigade, who arrived soon after with the other 9 men of that Regiment.

7.—The attached schedule sets forth the disposition and duties of the whole detachment consisting of 24 police and 21 soldiers.

8.—As regards the house to house visitation care has been taken to so arrange that a soldier is in every case accompanied by a constable when searching a house. Directions have been given to confine the inspection for the present to houses of the worst class. Dwellings in the vicinity of houses in which plague cases have occurred are being inspected daily. Daily reports of the number and situation of the houses visited have been called for. The Captain Superintendent of Police has been good enough to put these instructions down in orders for the guidance of the Police.

9.—The disinfection of the night soil of public latrines—a service to which the Board, especially the medical members, attach considerable importance—has been entrusted to four soldiers under the supervision of the district sanitary officers. Chloride of lime was the disinfectant ordered to be used. In some cases where there had been slight opposition to this measure I have given distinct orders that in the event of any resistance on the part of the keepers to the Board's order being maintained a prosecution is to be instituted.

10.—In the absence of any fresh cases of plague, the soldiers originally detailed for the disinfection and cleansing of houses are for the present either assisting the Police in the house to house visitation or the District Inspectors in their respective districts.

11.—As these matters were put in hand by direction of the Captain Superintendent of Police before Captain Hastings took over Mr. May's duties, I attach a copy of this report with a request that it may be transmitted to the Acting Captain Superintendent of Police as early as possible.—I have, &c.,

W. EDWARD CROW,
Acting Assistant Secretary
and Superintendent.

The Secretary, Sanitary Board.

Colonial Secretary's Office.

11th May, 1895.

Sir.—I am directed by His Excellency the Governor to acknowledge with thanks the receipt of your letter No. 199 of the 6th instant and of its enclosure, showing the arrangements which have been made for preventing the spread of the plague and for dealing with any cases that may occur, and to state that they have been circulated among the unofficial members of the Legislative Council, whose approval of the arrangements made is recorded in the enclosed copy of a minute by the senior unofficial member.

In accordance with the request of the unofficial members of the Legislative Council, a copy of this letter and of your report and its enclosure will be forwarded to the local press for publication.—I have, &c.,

J. H. STEWART LOCKHART,
Colonial Secretary.
The Honourable F. A. Cooper, Director of
Public Works and President of Sanitary Board.

MINUTE.

The Hon. the Colonial Secretary.

On behalf of my unofficial colleagues, amongst whom these papers have been circulated, I wish

to express our appreciation of the prompt and vigorous measures taken to control a possible invasion of the plague. As the colony in general seems to be unaware of what precautions have been adopted, we would suggest that they be communicated to the local press, as also any further steps that may from time to time be taken, so that the community may be assured that everything possible is being done to avert danger of a recurrence of the disease.

C. P. CHATER.

VICTORIA ENGLISH SCHOOLS.

DISTRIBUTION OF PRIZES.

On Friday afternoon, at the City Hall, His Excellency the Governor, Sir William Robinson, K.C.M.G., distributed the prizes to the scholars of the Victoria English Schools. Before the distribution the children gave an entertainment, including a performance of "Little Red Riding Hood." This is a favourite piece with children, and the although story was necessarily abridged the representation afforded plenty of amusement to the crowded audience.

The Headmaster (Mr. W. D. Braidwood) read the following report:—Your Excellency, ladies, and gentlemen, the year 1894 was in many respects an exceptional one and from an educational point of view disastrous. The plague began in May, and in that and the succeeding three months it reduced our attendance, especially in the girls' school, by almost 50 per cent. The school, however, was never closed, and the work with the diminished numbers went on as usual. About the same time we had a change in the staff, two of the teachers leaving and their places being supplied by two from England. It will therefore be no matter for surprise that our examination results are considerably below our usual high standard. The pass over all was almost 90 per cent., which, in face of the adverse circumstances and recollecting that it was our first experience under the new Educational code, must be considered a fair percentage. A glance at the Examination schedule shows that the weakness was in the lower standards, just where the attendance was most irregular. Standards VI. and VII. in the boys', and IV., V., VI., and VII. in the girls' school, especially distinguished themselves. From year to year I notice that children of more tender years are being sent to school, so that it is not unusual for us to have children of five or six years in the lowest classes, and this leads me to call attention to the fact that the Educational code of this colony makes no provision whatever for infant teaching. Towards the close of 1894 this school sustained a severe loss in the death of the Right Rev. Bishop Raimondi, who had for years acted as manager. On his death the school was placed under a committee consisting of Hon. E. R. Belilius, C.M.G.; D. Gillies, Esq.; Dr. J. Cantlie; A. G. Romano, Esq.; D. Haskell, Esq.; Rev. G. J. Williams; G. J. Phillipps, Esq.; and under the new regime the school has continued to flourish. At present the number on the register is 185—125 boys and 60 girls—while the staff consists of five certificated teachers, exclusive of a visiting teacher for French. The physical training of the pupils receives much attention. Recently I have had a trapeze, horizontal bar, and parallel bars fitted up in the playground, and these the boys have greatly appreciated.

The boys of the senior department have expressed a strong desire for a circulating library, and I have provided accommodation for about 200 volumes. It is a matter of no small importance that a youth should have some one to guide him in his choice of books when so much pernicious literature is likely to find its way into his hands. I shall be pleased if our friends who are interested in the school and its work will take up this matter and contribute books—they need not be new—of a character suitable for the entertainment and instruction of our coming young men.

Our thanks are due to Hon. E. R. Belilius, C.M.G.; C. J. Holliday, Esq.; N. A. Siebs, Esq.; T. Jackson, Esq.; A. G. Romano, Esq.; D. Gillies, Esq.; M. S. S. Sassoon, Esq.; D. Warres Smith, Esq.; J. McCallum, Esq.; D. Haskell, Esq.; J. M. Basa, Esq., for assisting to provide the prizes, and to the Committee of the V.R.C. for the use of the stage.

PRIZE LIST.

Boys.

Standard I.—Arnold, reading, J. Guedes, writing and arithmetic.

Standard II.—J. Botelho, writing and arithmetic, J. Heard, reading, F. Kasten, reading and arithmetic.

Standard III.—M. Jacob, reading, B. von Stockhausen, writing, Yeung Sik Yim, arithmetic.

Standard IV.—S. Michael, reading, A. Remedios, writing and arithmetic, E. Haskell, reading.

Standard V.—H. Jacobji, arithmetic, geography, and physical geography, J. Jordan, English composition, A. Madar, spelling and meaning, M. E. Asger, reading, H. Jacobji, Euclid and algebra, E. Abdoolcader, grammar.

Standard VI.—W. Baker, reading, A. Cader, arithmetic, A. Souza, grammar and Euclid, T. L. Stevens, English composition and history, R. Basa, spelling and meaning and mapping, A. Humphreys, geography.

Standard VII.—Ernest Haskell, reading, history, and Euclid (Oxford Junior certificate), A. von Stockhausen, English composition and geography, P. Botelho, arithmetic and algebra, R. E. Belilius, grammar and mapping, Ernest Haskell, science, H. Schmidt, algebra, A. E. Asger, history.

Extra Prizes—A. von Stockhausen, senior Latin, Edward Haskell, junior Latin, John Jordan, junior Latin.

Girls.

Standard VII.—Laura Botelho, composition, Anna Souza, needlework and arithmetic, Laura Souza, needlework and general knowledge, Augusta Souza, geography and history.

Standard VI.—Lily Kasten, composition and history, Margaret Klinck, arithmetic and grammar, Leonora Yvanovich, writing and music.

Standard V.—Gerty Rustonjee, grammar, Maria Xavier, arithmetic, Bella Henderson, composition, geography, and physical geography.

Standard IV.—Eva Humphreys, needlework, Mabel Humphreys, arithmetic, Mary Rodger, grammar, Annie Baker, dictation.

Standard III.—Mary Palmer, dictation, writing, and arithmetic, Moselle Marcus, reading, Hennie Schmidt, grammar.

Standard II.—Helena Yvanovich, arithmetic, Lily Tregillus, reading and dictation.

Standard I.—Lottie Phelps, Emily Heard.

Infant Class.—Theresa Heard.

After distributing the prizes His Excellency said he had, in the first place, to thank, on behalf of the children and teachers, those friends who were present. He also thanked the children for the excellent entertainment which they had given. Speaking with reference to the report he said that, although the year had been a disastrous one, the results were very good, 95 per cent. of the girls having passed, whereas the boys, as usual, were behind, only 83 per cent. having passed. The boys had expressed a strong desire for a circulating library, and this desire was worthy of every support. The boys ought to be encouraged in every possible way, and he would be very glad to do all he could to assist in forming the library, and would give pecuniary assistance. Addressing the children he said there were several qualities which were necessary in this life, and he hoped they would cultivate honesty, self-control, and truthfulness. He also trusted they would cultivate a power of concentration of their thoughts and effective perseverance in attaining any good object. He had the greatest possible pleasure in distributing the prizes, and hoped that 1896 would be more successful not only for the school, but for the colony.

Dr. Cantlie, as one of the Committee, said he had very much pleasure in proposing a hearty vote of thanks to His Excellency for presiding.

The children returned thanks with three ringing cheers for his Excellency.

WRECK OF THE "PEKIN."

THE VESSEL LOOTED.

Early on the morning of the 3rd inst. the steamer *Pekin*, owned by Messrs. Malcampo & Co. of Amoy, was lost on her voyage from Foo-chow to Amoy. She went on the rocks at Santi Point, near Port Matheson, at 4.30 in the morning, and the engines were at once reversed by the chief engineer with the object of beaching her. The attempt failed, however, and Captain Parker ordered the boats to be lowered. The captain, the first mate, the chief engineer, and all the crew, about 24 altogether, entered the boats and landed at Chong Bu. The steamer was not abandoned, though, until she began to fill and list over to port, and her helpless condition was taken advantage of by over a hundred Chinese fishermen, who swarmed on board, and, after threatening the chief engineer with a hatchet, looted the vessel. The crew endeavoured their utmost to keep them at bay, and the captain fired over the heads of the Chinamen, but they were powerless to prevent their encroachments, and the vessel had to be left to her fate. After reaching Chong Bu the master was reported to a mandarin, and a junk was engaged for the purpose of taking the whole of the crew to Amoy, which was sixty miles away. Before leaving, however, the chief engineer, who was accompanied part of the way by the captain and the first mate, went to the scene of the accident to see if there was any salvage, but with the exception of some floating wreckage there was no trace of the vessel. The engineer returned to Chong Bu, and the whole party journeyed to Amoy in a junk. They then went on board the *Kwong Mo* and reached Hongkong yesterday. There was no cargo in the vessel, no passengers, and, happily, no lives were lost. It is said that the vessel was insured.

ARRIVAL OF THE NEW VICEROY OF CANTON.

The new Viceroy of Canton arrived here on Saturday morning by the steamer *Ming-yi* and called officially on H. E. the Governor, receiving the usual salute on landing. He proceeded to Canton by the same steamer on Sunday morning.

The new Viceroy, H.E. Tan Chung-lin and his suite arrived at Canton by the steamer *Ming-yi* on Sunday afternoon. Five of the Canton gunboat squadron were lying off Shamian dressed with flags, also a number of launches and houseboats, awaiting His Excellency's arrival, and a body of soldiers were drawn up along the Shamian bund, the usual salutes being fired. The Viceroy having transhipped to a gunboat the whole contingent left for the Government wharf at Matow, where the landing took place, all the high officials being in attendance to receive His Excellency, who proceeded to the Examination Hall, where he is for the present residing. He took over the seals on Tuesday.

THE PROPOSED PUBLIC LIBRARY.

The Secretary of the Public Library Committee has sent us the following:

In July last some 800 volumes, the nucleus of a library, were placed at the Committee's disposal to deal with as seemed to them best. These books consisted of works of reference, travel, biography, and fiction. The want of a public library in the colony had been strongly impressed upon the Committee, and that there was a real desire on the part of a large section of the community, especially of those who have not access to any library, for such an institution. It must be remembered also that there is a large floating population in coasting and other vessels who would gladly avail themselves of facilities for obtaining books, and the need of a reference library has long been recognised. And what is the present library accommodation in Hongkong? The clubs have libraries, but the use of these is confined of course to their members. The City Hall Library contains upward of 5,000 volumes, but as it has practically no work of later date than 1865, and as its trustees have no funds to spend on books, it has necessarily become somewhat antiquated. Only certain works can circulate, and these under conditions almost prohibitive. The proposed Public Library is not in any way antagonistic to the City Hall Library; it will

According to a Tientsin telegram of the 6th inst. to the *N. C. Daily News*, the Viceroy Li Hung-chang was not going to Chefoo to exchange ratifications of the Treaty, but was sending instead the expectant Taotsai Wu Ting-fang (Ng Choy) and a Manchu named Lun to meet the Japanese Envoy at that port.

be in addition to it, and it is sincerely hoped that some method may eventually be found to amalgamate the two. Before taking any other steps the Committee approached the authorities of the City Hall Library with a view to such amalgamation, but that body felt that the terms of their trust did not justify them at present in joining forces. His Excellency the Governor was communicated with on the subject, and gave the Committee, as he has throughout, his cordial support.

The first point to be settled was the name; and many suggestions having been considered, the title "Hongkong Public Library" was provisionally adopted, as best explaining the scope of the institution. Then came the question of foundation. The library might without trouble and at little expense be registered under the Companies' Act; but this would give it neither sufficient public character nor the status best calculated to enlist general interest and support; nor perhaps could the Committee so obtain from the Government the financial assistance for which it hopes. Also, the Patent office have offered to present a public library with a complete set of their publications, numbering several thousand volumes, but this valuable gift could not, the Comptroller informs the Committee, be made to an institution so registered. For these reasons it was decided to seek incorporation, and a draft Ordinance was prepared, which was ultimately approved by the late Acting Attorney-General. Unforeseen delays occurred, as seems inevitable in such undertakings, and only last week were all the details finally settled. It is proposed to vest the property of the Library in a Board of Trustees, two members of the Board being appointed by the Governor, six being elected by the subscribers and donors, and the Colonial Secretary being a member *ex officio*. His Excellency has nominated Colonel Mulloy and Mr. T. Jackson; for the subscribers and donors Dr. Cantlie, the Rev. R. F. Cobbold, and Messrs. E. H. Sharp, G. B. Dowdell, R. Shewan, and A. Woolley have been selected. The property includes about 1,600 books, some of them valuable, book cases, furniture, etc. The original nucleus has already been doubled by gifts, chiefly of books, partly of money. No appeal has been made to the community at large, nor have subscriptions been asked for. A very large proportion of the small number of books to be selected from are already in circulation, and the library is much appreciated by those who know about it. But the Committee have felt it inadvisable to publicly announce the scheme until it was formulated, or until the number of books justified a general invitation to their use. It is proposed to open the library free as a reading room, and to charge a small subscription, say \$10 a year, for taking out books.

It is obviously impossible to open a library without first providing books, not necessarily a large collection, but a sufficient one. It is equally obvious that practically the only source from which funds for the considerable initial outlay can be obtained is a government grant. Once fairly started the Committee believe that the library would maintain itself, with the aid of such donations as ever their short experience shows them it will receive, and with a merely nominal yearly subsidy. It may be mentioned that Hongkong is the only colony of any importance without a public library; yet one of the first acts of the East India Company, when they began to trade in the Far East, was to found a library of about 4,000 volumes in Macao. This was in the year 1806, and that collection of books is now lost to us. Penang, Singapore, and Shanghai put us to shame in this matter.

Public libraries have succeeded wherever they have been tried, and the reading public has always been found to increase in direct ratio to the facilities offered. The Committee have seriously considered every objection that has been proffered, and they are convinced that none suggested is sufficient to outweigh the undoubted advantages of a public library—advantages which will be great at the outset, and grow to enormous proportion in the near future.

A public meeting will shortly be called to inaugurate the new venture.

The maximum temperature last month was 84.8, on the 17th, and the minimum 68.2, on the 1st. The rainfall amounted to 2.6 inches.

LAWN TENNIS.

HONGKONG v. CANTON.

There was a large attendance on the Cricket Ground on Friday afternoon to witness the tennis match (double) between Hongkong and Canton. Last year the victory rested with Canton, the score being 6-3, 3-6, 6-3. On that occasion Canton was represented by Mr. Bent and Mr. Wallace and Hongkong by Dr. Meadow and Mr. Platt. The Canton representatives were the same this year and Mr. Platt and Mr. Firth played for Hongkong. It was generally anticipated that Canton would again prove too strong for the local players, and the anticipations proved correct, Canton winning easily. The match this year was the best of five sets, instead of the best of three, as last year, and the score was 3-6, 6-4, 6-0, 6-0.

There had been some rain in the early part of the afternoon, but fortunately the weather cleared before the hour fixed for the match, four o'clock, and as the sky continued overcast, the players were not troubled with the sun.

In the first set the Canton players were rather handicapped by unfamiliarity with the ground, and Hongkong won by 6-3, but the visitors soon made themselves at home and won the second set by 6-4 and followed this up by two love sets. The Hongkong representatives worked hard and in some of the games ran their opponents closely, but the play of Wallace and Bent was always a little too good for them after the first set. Wallace's net play proved most effective and was warmly applauded by the on-lookers and he was equally good at the back of the court, his activity rendering it almost impossible for the other side ever to score by placing. The other three men each played a good all round game, with the exception of Platt, who did not attempt to do much at the net, but was very good in his driving from the back of the court, though he appeared to be playing rather stiffly. One remarkable stroke by Bent excited much surprise; he was volleying a ball, apparently misjudged it, but recovered himself in time to get the ball before it touched the ground and send it over the net.

On the conclusion of the four-handed match, which was over by five o'clock, Bent and Firth played a single match to fill up time, the best out of three sets. This was an extra and not the representative single, which is to take place this afternoon, Platt playing for Hongkong and Wallace for Canton. In the match between Firth and Bent yesterday success attended the latter, who won by 6-3, 7-5. Both played well, but after their exertions in the double they could not appear at their best, and several strokes were missed that would not have been had the men been fresher. Unfortunately the rain recommenced before the second set was finished and the last two games had to be played in the wet.

There was again a large attendance on the Cricket Ground on Saturday to witness the single tennis match between Mr. Wallace, representing Canton, and Mr. Platt, representing Hongkong, H.E. the Governor being amongst these present. The result was another victory for Canton, but it was achieved only after a hard struggle. The score was 6-8, 2-6, 6-2, 6-1, 6-4. Some very fine play was shown and the match proved interesting and exciting throughout. In the first set the score was carried to six all, but Platt won the two vantage games. In the second set Wallace tried to rush things too much, which resulted in his playing rather wildly at times, and Platt, working very steadily, was able to score game after game, winning the set by 6-2. The prospects of Canton winning the match now looked rather gloomy, but in the third set Wallace played much more carefully and at the same time began to make his swift service tell. The result was a set to Canton by six games to two. In the fourth set Platt appeared to flag and only prevented a love set by scoring one game when Wallace had five to his credit. With the score at two sets all and Wallace playing much more strongly than his opponent a victory for Canton seemed certain. Platt, however, made a fine spurt in the last set. When the score stood at four all the match seemed anybody's, and the hopes of Platt's supporters again ran high. Wallace, however, took the next two games and so won the match.

As an exhibition of tennis the match was

keenly enjoyed by the spectators, for the play was excellent throughout. Platt was playing much more freely than in the four handed match of the previous day. His fine driving from the base line was very effective and he also put in some serviceable strokes at the net. Wallace's back handed strokes were much admired and his net play in the latter part of the match was very fine. Both men were strong on the volley and there were several brilliant rallies in which volleying was the principal feature.

Mr. H. C. Nicolle acted as scorer.

Last year in the singles between Hongkong and Canton Meadow beat Wallace, the score being 8-6, 4-6, 6-3, and Bent beat Platt by 6-0, 6-3, but as the singles on that occasion were played immediately after the double the result was more a question of strength and endurance than of skill.

(ANOTHER ACCOUNT.)

This match was played on the Cricket Ground on Saturday between J. Wallace (Canton) and C. C. Platt (Hongkong) and resulted in a victory for the former after a hard struggle, the sets being 6-8, 2-6, 6-2, 6-1, 6-4. It was anticipated that the Hongkong representative would be defeated easily, but he played in quite his best form for the first two sets and fairly beat Wallace in those sets by his hard and well placed driving and volleying.

After the first two sets Wallace set to work in his very best form and easily secured the next two sets, 6-2, 6-1. We think that Platt should have taken things easily in the third set when Wallace was 3 to his 0 and reserved his strength for the fourth set, especially as he was then playing in the worse court and showing signs of distress.

The fifth set was the best of all five. One all, two all, three all, and four all were called. Both players were straining every nerve to forge ahead and the excitement amongst the large crowd of spectators, which included H. E. the Governor, rose very high. The ninth game was won by Wallace and he also secured the tenth game by his brilliant service. All through the match Wallace's service was very hard and well placed and we might almost say that his superiority over Platt in this respect won him the match. Wallace played a forcing game throughout and frequently his pretty half-volleys and effective smashes elicited great applause from the on-lookers.

A return match between Hongkong and Canton, both doubles and singles, will probably be played in Canton the week after next, and we must say that these friendly encounters have afforded much pleasure to the community of Hongkong and we have no doubt that great interest is also taken in them in the City of Rams.

HONGKONG CRICKET CLUB LAWN TENNIS TOURNAMENT.

PROFESSION PAIRS.

The final in the profession pairs was played on Monday afternoon between Dr. Atkinson and Surgeon-Major Reade, representing medicine, and Mr. F. Maitland and Mr. C. M. Firth, representing commerce. A close and interesting match was anticipated, but the result was rather disappointing, the commercial men winning three sets running. The score was 6-2, 6-3, 9-7. The last set, as will be seen from the score, has keenly contested, but the play was not of a very interesting description, lobbing being the principal feature. The medicos seemed to have great respect for Firth at the net and their efforts were for the most part directed to lifting the ball over his head. There was little fine placing or hard driving. The doctors might perhaps have had a better chance had Atkinson taken the right hand instead of the left hand court, for he played a steadier and stronger game than his partner, but under any arrangement Firth and Maitland would most probably have proved too strong for them.

HONGKONG RIFLE ASSOCIATION.

Twenty-seven members were present on Saturday to compete for the Short Range Cup. The cup was won by Private Godbear, R.B., the two first competitors not having entered for it. The spoons were won by Colour-Sergeant Hopkins, Sergeant Morris, Corporal Collins, Colour-Ser-

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giant Horsman, Captain Palmer, and Corporal Dowsett. The following were the best scores:

	200	300	H'cap.	Total.
	yds.	yds.	points.	
Cr.-Sergt. Hopkins, R.B.	31	29	4	64
Sergeant Morris, R.B.	31	29	4	64
Private Godbear, R.B.	33	27	4	64
Corporal Collins, R.B.	30	29	4	63
Cr.-Sergt. Horsman, R.B.	30	28	4	62
Captain Palmer	31	27	4	62
Corporal Dowsett, R.B.	27	30	4	61
Private Wilson, R.B.	30	27	4	61
Cr.-Sergt. Evenden, R.B.	30	27	4	61
Corporal Woolridge, R.B.	31	26	4	61
Cr.-Sergt. Finney, R.B.	31	26	4	61
Mr. Stewart	30	25	6	61
Mr. Butter	28	21	12	61
Sergeant Ferris, R.B.	30	26	4	60

TRAGEDY ON THE SHIP "ESTHER ROY".

On Friday a seaman named E. W. McKenna, of the British ship *Esther Roy*, was brought in custody to Hongkong on the steamer *Chittagong*, charged with causing the death of J. McDonald, second mate of the *Esther Roy*, at Iloilo. The Naval Court heard evidence against the prisoner at Iloilo, and then sent him here for trial. It is said that the second mate assaulted the accused, who became angry, pulled out his knife, and fatally stabbed the officer. One of the seamen who witnessed the affair was also sent here on the *Chittagong*.

THE SEIZURE OF THE "YIKSANG."

The *Yiksang* arrived at Shanghai on the 5th inst. from Sasebo, which port she left after her release on the 2nd instant. She called in at Nagasaki and left on the 3rd.

The *Yiksang* arrived at Taku on the 8th of April, and was then boarded by a Japanese officer from the *Tsukushi*, who having looked round the ship, made an entry in the log and left. Next day another steamer arrived from Shanghai; she too was boarded, and as soon as the officer left her he went straight to a lighter which had been used in discharging the *Yiksang*, and on examining the cases on board discovered a number which contained military cartridges. This caused him to revisit the *Yiksang* and he requested to be again shown the manifest, a copy of which was handed him. He found on it four cases marked like those containing the cartridges in the lighter, so his suspicions were aroused and he said he must see the boxes, which though marked "books" on the manifest, were found to contain magazines for rifles. The officer, under the circumstances, said he must communicate with his superior, which he did, the result being that Captain Bradley was informed his vessel was seized and that the *Yiksang* must proceed to Port Arthur, while a guard of 25 Japanese sailors were put on board and the *Yiksang* left Taku on the same day in charge of the *Tsukushi*, but still flying the British ensign and navigated by her own officers. She arrived at Port Arthur on the 10th, but owing to Captain Bradley refusing the responsibility of taking his vessel into a harbour of which he had very little knowledge, she did not go into the outer harbour till the following day. *H.M.S. Porpoise* came in on the 13th, and as soon as she hove in sight the Japanese hauled down the *Yiksang's* flag. After a visit by the officer commanding the *Porpoise*, during which Captain Bradley received practical advice, the *Yiksang* was ordered to Sasebo, the Japanese Admiral stating that he had no power to hold a Prize Court. The vessel was then accompanied by the *Kongo* to Sasebo, her own master and officers assisting in the navigation. Sasebo was reached on the 16th and the Prize Court commenced its sitting on the 17th and continued till the 2nd inst., when the *Yiksang* was released, the impounding cargo alone being seized.

While at Sasebo the foreigners on board the *Yiksang* were allowed to go on shore for exercise, but only within certain limits, and then in charge of a guard. There does not appear to be any complaint against the Japanese, whose sailors excited the admiration of the people on board the *Yiksang*. At the Prize Court Mr. Hanson, of Messrs. Dowdall and Hanson, and Mr. Dickson and Mr. Matsujeima, as interpreter, represented the owners of the steamer. The foreigners belonging to the *Yiksang* were called on to give

their evidence, all strenuously denying that they were aware, up to the time of the seizure, of there being any contraband of war on board.—*N. C. Daily News*.

PIRACY NEAR HONGKONG.

The police have had a case of piracy reported to them. On Friday week the trading junk *Man Li*, with a crew of four or five, left Yau-mati with rice and a small quantity of general cargo, altogether of the value of \$500, for Shau Chun, near Mirs Bay. On the 6th inst. the junk was near Tai Lung when a boat approached her, and eight armed men boarded the *Man Li*, and carried off the cargo. There were no passengers on the junk. The affair was reported to the Chinese authorities at Kowloon City and to the police at Hongkong. As yet no arrests have been made.

THIBETAN SOLDIERS AT KALGAN.

Last summer when the war was at its height a certain "Taipeng" or Thibetan commandant of troops at Lhassa, on behalf of three other Taipengs, applied to the Dalai Lama, or Buddhist Pontiff, to recommend him and his colleagues to the Chinese Imperial Resident, signifying their desire to prove their loyalty to the Chung-Khan or Emperor at Peking by leading 1,500 Thibetan mountaineers to fight against the Japanese. The offer was accepted and last month, after eight months of weary marching by way of Kansu and Mongolia, these hardy mountaineers arrived at Kalgan none the worse for their arduous journey. With their short squat figures, gowns reaching down to the ankles, and their huge ear-rings of brass or silver studded with turquoise and glass beads, they looked for all the world to the ignorant natives of Chibli like women, and as such have been reported to some of the native papers at this port! A pathetic story is told to give colour to this assertion, that the widow of the late General Tso Pao-kuei, who died so heroically at Pingyang, had determined to revenge her husband's death and so had brought with her a thousand odd Amazons to Kalgan to form the vanguard of the Tartar army against the enemy. As a matter of fact the new arrivals are the Thibetans mentioned above, and being all picked marksmen the government has armed them with modern rifles, and given them horses to ride when on the march—hence the report that they are the female cavalry of the Widow Tso!—*N. C. Daily News*.

GALE AT TIENTSIN.

The steamers arriving at Shanghai from the North, we learn from the *N. C. Daily News*, report that a terrific gale passed over Tientsin and Taku on Saturday, Sunday, and Monday, 27th to 29th April, and the tide at Taku was probably the highest on record, something like 20 feet being registered. The wind was terrific, and owing to the country being flooded cargo boats and junks were blown well inland, some of them for a distance of three miles. Most of the houses along the banks of the Peiho suffered considerably, while many were blown down, and quite a number of salt junks were capsized. What became of their crews is unknown. Among the craft blown inland was a pilot boat, the Black Buoy light-boat, and some of the Taku Tug and Lighter Co.'s lighters. The Hawaiian schooner *Americana* was driven further on shore, she having previous to the gale been beached for examination of her bottom, and it is probable that she will have to be dug out. Numerous dead bodies were seen floating about, and many coffins which had been washed out of the ground were also seen drifting down the Peiho. The gale having abated and the water receding there was such a strong freshet in the river that steamers found a difficulty in getting up to Tientsin.

THE WOOSUNG BAR.

The *China Gazette* of the 6th inst. says:—The steamer *Chihli*, the last new addition to the fine fleet of the China Navigation Company, will leave this port to-morrow morning, having been here since the 13th of April repairing damages sustained to her bottom on grounding on the Woosung Inner Bar. From the damages

which the vessel received there must be some danger there which has no business to be there, and the seafaring community of this port would like to know what it is. As far as the public know nothing has been done by the Harbour authorities towards removing whatever may be there. What with the wrecks of the *Feima* and *Nora*, and whatever the *Chihli* struck on, the Woosung Bar is in a nice state and is a credit to the Harbour Department of Shanghai. The damage to the *Chihli* will cost about Tls. 25,000 to repair.

LAUNCH OF A STEAMER AT HAIPHONG.

We translate the following from the *Extreme Orient*:

On the 29th April, at half-past nine in the evening, there was launched from the yard of Messrs. Marty and D'Abbadie the *Yen-bay*, a cargo steamer of the type of the *Lakao* and *Yunnan*. The steamer has been constructed entirely in the establishment of the Correspondances Fluviales from the design of Mr. Jack the superintending engineer of the Company, and is intended for service on the upper Red River. This is the seventh vessel constructed by the Company. Her dimensions are as follows:—Length over all 35 metres, width 6.50, depth 1.35, height of spar deck 2.25, draught 0.58. Her estimated speed is 17 kilometres an hour. The engines are of the latest surface condensing type; the high pressure cylinder is 30 centimetres in diameter and the low pressure 50 centimetres, the stroke being 1.20 centimetres, and the indicated horse power about 150. The hull is of American type.

There is another vessel under construction in the yard, the *Pho-lu*, which is of the type now adopted in Africa and South America, but will not have the elegance of the former. Her bow has the appearance of a soup-ladle. These two boats are of the same dimensions and have the same engine power, though they are of very different type. This is intentional, in order to permit Messrs. Marty and D'Abbadie to see which of the two types is best adapted to cope with the rapids and the windings of the upper Red River.

Exactly at half-past nine, in the presence of a large company, the blocks were knocked away and as the vessel glided into the water Madame Pierre Marty christened her the *Yen-bay*.

After the launch refreshments were served in the drawing office and an impromptu dance was held. Several ladies also favoured the company with songs and Messrs. Flint and Ruchwaldy lent their assistance with the piano and violin.

We cannot let this opportunity pass without congratulating Messrs. Marty and D'Abbadie on their unremitting efforts to improve the river navigation of the colony by introducing all the latest improvements. Special mention must also be made of Mr. Jack, the superintending engineer of the Correspondances Fluviales, who, notwithstanding the difficulties he has to encounter in working with a native staff, which he has had to train for the work, arrives at results rivalling those of the best shipbuilding establishments in Europe.

A. S. WATSON AND CO., LIMITED.

The following is the report of the General Manager for the year ending the 31st December, 1894, for presentation to the shareholders at the tenth annual ordinary general meeting of the Company (since its registration) to be held at the Hongkong Dispensary, on Saturday, the 18th May, at noon:—

To the shareholders of A. S. Watson & Co., Limited. Gentlemen.—I beg to lay before you a statement of the Company's business, with a balance sheet for the year ending the 31st December, 1894.

The net profits of the Company for the twelve months under review, after paying all charges, including general management, and providing for all bad and doubtful debts, and with the addition of \$10,180.42 brought forward from last year amount to \$76,47.63.

From this there has been written off for depreciation of furniture, fittings, utensils of trade, machinery, steam launch, buildings and properties 14,857.44

Leaving a balance available for dividends of \$1,613.19

We paid an interim dividend of 4 per cent. in November last, absorbing \$24,000, and I now propose to pay a further dividend of 5 per cent. (making 9 per cent. for the year), which will absorb \$30,000, leaving a balance of \$7,613.19 to be carried forward.

The Company's properties at Kowloon and the Peak were valued on the 3rd instant by Messrs. Palmer and Turner. The Kowloon property was returned at \$23,000, and the difference between this sum and the \$30,000 at which it previously stood in our books has been written off the Permanent reserve fund. The Peak property was returned at a higher value than it stands at in our books and in this respect is in unison with the improved values of your Queen's Road properties.

The Company's accounts in London have been audited by Mr. Leonard B. Warmington, chartered accountant, and those at the Head Office by Mr. S. G. Bird.

The business of the Company generally continues steadily active and progressive.

JNO. D. HUMPHREYS,
General Manager.

Hongkong, 7th May, 1895.

31ST DECEMBER, 1894.

LIABILITIES.

Capital account.....	\$ c.
Local and general liabilities in the East	600,000.00
Local and general liabilities in London.....	17,637.12
Mortgage on inland lot No. 19 and the buildings thereon ...	80,401.45
Bills payable, Hongkong, Manila, and London.....	150,401.45
Permanent reserve fund.....	63,164.53
Reserve fund to meet contingencies or for the equalization of dividends	25,000.00
General insurance fund	10,000.00
Unclaimed dividends	218,000.00
Security deposits from staff	1,644.20
Profit and loss, forward from 1893 ...	14,651.31
Profit and loss, net balance 1894	51,433.17
Less interim dividend of 4 per cent. paid in Nov., 1894	24,000.00
Less amount unclaimed.....	3,640.80
	20,359.20

ASSETS.

Stock in trade	\$ c.
Building improvements and leaseholds	535,049.17
Goodwill and trade marks	6,379.08
Good debts due from customers	100,000.00
Suspense account	96,895.22
Cash in hand	1,364.97
	37,685.77
	3,027.12
	18,881.83
	2,452.51
	27,935.00
	259,444.81

\$1,089,115.48

\$1,089,115.48

PROFIT AND LOSS.

Dr. To depreciation account.....	\$ c.
To balance	14,857.44
	61,613.19

\$76,470.63

CONTRA.

Cr. By balance forward from 1893	\$ c.
By net profits in Hongkong, China, London, and Manila for 1894.....	10,180.02
	66,290.61

\$76,470.63

PIRACY IN TONKIN.

At Bacninh, in Tonkin, on the evening of the 30th ult., an armed band made an attack on a Chinese shop. They forced the door and while engaged in collecting the loot were disturbed by the arrival of a gendarme named Verdème, who was making his rounds. Verdème was ac-

companied by a friend named Mouhot, a Customs officer. The robbers shot both these men dead. Another officer named Jean, being apprised of firing going on, went to the place, and he in his turn was shot dead. When the citadel patrol arrived they found all three bodies decapitated. The whole affair happened in less than ten minutes. There are a large number of European families resident at Bacninh and the outrage has thrown them into a state of consternation. Jean had just finished his term of service in the army and was to have left the next day for Hanoi, with his wife and two children, to embark for France.

In connection with the abduction of the Lyaudet family at Port Wallut, the *Avenir du Tonkin* says the following information has been received by the Government from Commandant Regis, on duty with the gunboat *Tuyen-quang* at Kebao and Port Wallut:—On Monday, 29th April, nine Chinese pirates from Dam-ha were arrested by the Customs boat *Hanoi*. They were brought to Port Wallut, their junk having been destroyed. During the night they tried to escape, after having seized some arms on the *Hanoi*. Two of them were killed as they were taking flight and the other seven were immediately shot and their bodies thrown overboard. Many arrests have been ordered both on Kebao Island and in the coast villages of the Moncay district, either as hostages or on suspicion of being concerned in the abduction of the Lyaudet family. Among the persons arrested as hostages is the head Chinaman of the Izu-cau village, a relative of one of the chiefs of the band that effected the abduction. There have also been arrested on suspicion of complicity in the crime, or of having known of the project and failed to give information of it to the authorities, the notables of the villages of Dam-ha and Duong-hoa, the Chinaman Amay, recruiting agent for the Kebao Mines, and two other Chinamen who had had to do with the engagement of the coolies.

It was reported in Haiphong, according to the *Extreme Orient*, that the pirates had decided to carry off three European women at Do-son. There are more than a hundred militiamen stationed there, military posts have been established in different localities, and frequent patrols are kept up during the night. The pirates seem to have established a veritable reign of terror in the country.

GALE AT CHEFOO.

The *Chefoo Express* says that on the night of the 23rd ult. a heavy sea was rolling into the harbour and the American steamer *Adventure*, which was anchored in an unsheltered position, put up sails and proceeded to the inner harbour. When getting close to Lyell's Point she dropped anchor and lowered sails, but she had already got too near to the rocks and when endeavouring to make her way out again the sea threw her right on to the Point, where she struck. Signals of distress were at once made and boats from the men-of-war came to her assistance, but they were not able to do much, and had it not been for the help of the steam tug, the *Pioneer*, she would not have fared so well. This latter boat towed her off after she had been riding in the rather dangerous position for half an hour. The *Adventure* was beached the next morning and inspected but no damage had been done.

SHIPMENT OF TROOPS FROM CANTON TO FORMOSA.

The steamer *Fokien*, which was sold by the Douglas S.S. Co. some time ago, left Canton for Tamsui a day or two ago with between four and five hundred troops on board. These are intended nominally to preserve order in the island pending the cession to Japan, but they are as likely as not to join the rebellion should one take place.

We understand that the steamer *Martha* left Canton at noon on Monday for Tamsui direct, taking between four and five hundred soldiers and 1,000 carbines and 250 rifles, the latter being shipped at Hongkong previous to the vessel's going to Canton. She was to have shipped at Canton three hundred "two-man guns" of Chinese manufacture, but as they were not ready in time she left without them. The officials at Canton are said to regard the idea of the troops being intended to suppress the present disorder in Formosa as rather a good joke.

ATTEMPTING TO DISPOSE OF A DEAD BODY.

On Saturday a large packing case, containing the dead body of a Chinaman, was found on the Praya, just at the back of the City Hall. The deceased came here from Singapore a few days ago and suddenly died. The man with whom he was lodging was at once seized with the notion that the plague had carried off another victim, and, not wishing to have his house cleaned, he put the body in the case, and, with assistance, carried it on to the Praya. The result of his folly was that he was taken to the Police Court, where he was fined \$5 by Mr. Wodehouse on Monday for "unlawfully committing an act which might have been injurious to health."

THE BANK OF CHINA, JAPAN, AND THE STRAITS, LIMITED, AND ITS CHINESE SHAREHOLDERS.

This institution was brought out under the name of the Trust and Loan Company of China, Japan, and the Straits, Limited, and was duly incorporated in London under the Companies' Acts 1862 to 1883, on the 6th day of December, 1889, and at an extraordinary general meeting held at the head office in London on February 12th, 1891, and confirmed on March 2nd, 1891, it was carried that in future it should be known as the Bank of China, Japan, and the Straits, Limited. From the beginning a large number of shares were held by Chinese, and in the year 1892 the Chinese commenced to buy up shares in large numbers until at last nearly 48,000 shares were held by Chinese and duly registered in their various names. Since then it is necessary that the action taken by the Chinese shareholders in the above Bank should be laid before the public throughout the world, so that all may know how much dependence is to be placed on the word of a Chinaman.

The first year the Bank did business they paid a dividend of 16 per cent. and the second year a dividend of 8 per cent., thus making an average of 12 per cent. per annum for two years, and all the Chinese then holding shares were glad to receive and pocket such good dividends and make no remarks. For the year 1892 no dividend was paid, yet the Chinese in the beginning of 1893 bought up a large number of shares, and continued buying until they held over 80,000 shares, or nearly half of the Company, as the full number of ordinary shares issued was 199,875, and in addition they held a large number of the founders' shares, of which 1,250 were issued. All the Chinese shareholders were well aware that on the ordinary shares they were liable for £8 15s. on each share, as in addition to the transfer deed they signed a separate document in English and Chinese acknowledging that they knew this, and agreeing to meet and pay any calls that were made and to abide by English law.

On September 25th, 1893, the Bank notified all the shareholders that a call of £1 per share would be made, but gave nine months in which to pay it, which was a very liberal time. The Chinese shareholders then almost to a man, and with but very few exceptions, refused to pay one single cash, thus showing that neither a Chinaman's word nor his signature can be trusted. There is very little doubt that had the Chinese shareholders come forward and paid their call that the Bank would not have had to go into liquidation and to reconstruct, as they would have had over £80,000 more in hand to go on with. After the call was made a large number of foreigners were astonished to find that shares they had sold to Chinese in the beginning of 1893, on the condition that the buyer should transfer them to his own name, had never been transferred and were still in the name of the seller since March, 1893. The Chinese buyer refuses to do anything and they say they will not transfer to their own name. They will not pay the call. And they will not give up the scrip, nor will they agree to divide any loss. The question that now arises is, first, what is the liquidator of the Bank of China, Japan, and the Straits, Limited, to do to make the Chinese registered shareholders pay up their call of £1 per share, and take up the scrip in the New Bank of China and Japan, Limited, or if not taking up the scrip in the new Bank to pay up the £8 15s. per share? Were I the liquidator of the Bank I would

give each Chinese shareholder five days to pay up and if he did not I would publish his name, business, and residence in all the foreign and Chinese papers in China as a defaulter, and thus let all the world know who these men are; and the foreigners who have sold to Chinese but have not transferred, ought to do the same, and any foreign firm having Chinese in their employ owning shares and not paying up ought to make them do so or dismiss them from their services.

The foreigners must do as the Chinese do, combine together. There is no reason why the Bank of China and Japan, Limited, should not do a good business and pay good dividends, but let them beware of Chinese shareholders unless they pay up in full.—*China Gazette.*

THE STRANDING OF THE "NAM YONG."

At Singapore on the 6th inst. a pleasant little ceremony was performed at the offices of the Straits Insurance Company, presentations being made to members of the crew of the *Nam Yong*, who stood by the vessel in its dilemma and after many vicissitudes brought it safely into port. Mr. Murray occupied the chair, and among those present were Mr. Lovell, representing the South British Office, Mr. Catto, of the Straits Insurance Company, and Mr. Hoincke, of the Batavia Company.

Mr. Murray said:—Gentlemen, we will not wait for the arrival of the representatives of the other companies. The notice which was given of our meeting to-day was necessarily a very short one. I have a very pleasant duty to perform, and I only regret that it has not fallen into the hands of someone more able to do justice to the occasion. I will simply say that in August last the steamer *Nam Yong* failed to arrive at her due time, and, as day after day passed, we remember the anxiety with which news of her was enquired for. This anxiety was not so much—or not altogether—on account of the valuable ship and her cargo, but for the many valuable lives on board. The story of the stranding and the subsequent floating has been told already in the press, but it has not been told, or publicly known, that it was entirely due to the courage and unfailing energy of certain members of the ship's company that the *Nam Yong* was brought safely to port. We know that some of the ship's company deserted the vessel, and, as a matter of fact, she was so seriously injured that an ordinary man might have been excused for abandoning the ship altogether. Fortunately, these men whom we have met to-day to honour are not ordinary men. They worked with an entire absence of self-interest, courageously and untiringly, the result being that they brought their ship safely into port. It has been said that these men only did their duty, but I do not know that any higher praise can be bestowed on any man than to say he did his duty. Mr. Sellers, Mr. Shearer, Mr. Naismith, and Mr. Payne, the Insurance Companies which were materially interested in the *Nam Yong* have thought it right to publicly, and in a substantial manner, mark their appreciation of your excellent services in connection with the saving of your vessel, and they have subscribed a sum of \$500, which we now ask you to accept. The offices subscribing are:—The Merchants' Marine, the Commercial Union, the Canton, the South British, the Batavia, the Man On, and the Straits. I will now hand to you Mr. Sellers \$150, Mr. Shearer \$150, Mr. Naismith \$100, and Mr. Payne \$100. In doing so, on behalf of the donors, I wish you individually a long and prosperous career, and we feel sure that as you have done your duty under such trying circumstances as you experienced in the *Nam Yong*, you will in the future always be equal to any emergency, and we hope that you will live long to adorn the profession which you have chosen to follow.

Mr. Murray then made the presentations.

Mr. Sellers, in acknowledging the donations, expressed his sincere thanks for such recognition of the services they had rendered, and he was sure that in the event of a similar necessity arising—which they hoped would not—they were ready to do their utmost for the benefit of the companies concerned in the ship.

This concluded the proceedings.—*Straits Times.*

HONGKONG.

A meeting of the Sanitary Board was held on the 9th inst., when a vote of thanks was passed to the unofficial members, on their resignation, for the services they had rendered in the conduct of the business of the Board, and especially to Mr. J. J. Francis, Q.C., for his services during the plague. Official correspondence has been published setting out the steps taken to prevent the plague gaining a foothold in the colony. A house to house visitation is being made and cleansing and disinfecting operations are carried out where necessary. The much needed rain still delays its appearance. The Summary Jurisdiction Court has been occupied in hearing suits arising out of differences between the members of the Grace Hawthorne Dramatic Company. Miss Hawthorne has left the company, but the performances are being continued by Mr. Saville Smith, the proprietor, with the remaining members. The lawn tennis matches between representatives of Canton and Hongkong (singles and doubles) were played on the Cricket Ground on Friday and Saturday and both resulted in favour of Canton.

There were 2,450 visitors to the City Hall Museum last week, of whom 388 were Europeans.

Mr. W. H. Whiting, of Devonport, has been appointed Chief Naval Constructor at Hongkong.

The Hon. A. M. Thomson and Mr. A. W. Brewin have been appointed members of the Board of Examiners.

The stamp revenue last month was \$18,445, being an increase of \$2,354 on the amount collected in April, 1894.

According to the *Peking and Tientsin Times* Herr von Brandt has been appointed Under Secretary of State for Foreign Affairs at Berlin.

A meeting of the Choral Society and the Musical Club is to be held for the purpose of forming a new Society by amalgamating the two old Societies.

On Wednesday night a blue jacket named James Rochford, a stoker on the *Rainbow*, fell off a parapet into the Wanchai nullah, and broke his right leg. He was taken out of the nullah with considerable difficulty and conveyed to the Naval Hospital.

It is notified in the *Gazette* that the Appropriation Ordinance 1895 and the Ordinance to make provision with regard to certain houses closed during the prevalence of the bubonic plague and to make further and better provision for the health of the colony have been approved.

At the Police Court on Saturday a Chinese landlord named Fung Kit Tung was charged with allowing three houses in the Western district, closed by the Sanitary Board last year on account of their insanitary condition, to be occupied, without taking steps to improve them. He was fined \$25 in each case, or \$75 in all.

The engineer of the ferry launch *Prudence* has been arrested on a charge of causing the death of the two men who were fatally scalded on the launch on Saturday. It is alleged that the prisoner, who is a Chinaman, was guilty of gross negligence, and on Wednesday he was brought before Mr. Wodehouse and remanded.

We are advised by the Secretary of the Punjom Mining Co., Limited, of the receipt of a telegram from Mr. Blamey to the effect that "The cyanide plant is all ready, only waiting for vats to take up. Will commence work by the 18th May." This is in reply to a telegram of the 7th inst. inquiring if the cyanide plant was working.

At the Magistracy on Wednesday Mr. H. E. Wodehouse held an inquiry respecting the death of Lui Yau Ching. On the 30th ult. the deceased's queue became entangled in the shaft of some machinery at a blacksmith's shop in East Street, and he received injuries from which he died shortly afterwards. A verdict of accidental death was returned.

An improvement is being carried out at the upper terminus of the tramway which will be much appreciated by persons using the line. The approach to the station from the road, which was rather an unpleasant stretch to negotiate in stormy weather, is being enclosed and roofed over, so that passengers will be protected both from wind and rain between their chairs and the car.

We hear that Mr. F. J. Badeley, Passed Cadet, has been appointed Deputy-Superintendent of Police and Assistant Superintendent of the Fire Brigade, vice Mr. G. Horspool, retired.

A verdict of death from natural causes was returned in an inquiry, held on Friday at the Magistracy by Mr. Wodehouse and a jury, respecting the death of a Chinaman. The deceased was admitted to the Victoria Gaol on the 19th inst., and the evidence showed that he died from phthisis. The jury was composed of Messrs. A. S. Silva, C. F. Harton, and C. Tomlin.

On Friday night a number of ladies and gentlemen, all ardent photographers, held an informal meeting at the Odd Volumes Society's rooms. Dr. Gerlach took the chair, and some very interesting photographs were shown through a magic lantern. When the season commences the photographic section of the society will take excursions to various places and hold exhibitions of photographs.

At the present time there are a large number of forged bank notes in circulation, and it will be advisable for people to carefully examine notes which pass through their hands. The notes are very cleverly altered, the original amount in the corner being skilfully obliterated, and higher figures being substituted. The words are not altered, so that, with a little extra care, one can save oneself from being swindled.

One of the Governor's chair coolies was in trouble at the Magistracy on Wednesday. He was paid a good salary by His Excellency—\$7.25 a month—and on the 2nd inst. he was given three days' leave on condition that he obtained a coolie to take his place. He went away, but did not find a substitute, and as he did not return another coolie was engaged in his stead. It was afterwards found that the defendant was in the employ of Mr. C. H. Grace, Secretary of the Hongkong Club. The defendant, who said he thought his place had been filled up, was fined \$10 or a month's imprisonment.

Gunner Jaffa Shah, of the Hongkong Artillery, was charged on remand on Friday at the Police Court with unlawfully wounding Corporal Mahomed Ali. About four o'clock on the morning of the 6th April the complainant was sleeping in the MacGregor Barracks, when someone struck him across the face with a hatchet. He woke up and saw the prisoner standing near him, and the chopper was on the floor. It is alleged that the prisoner had a spite against the complainant, who had given evidence against him on three different occasions, and that the accused was jealous of the complainant's promotion. Mr. Wodehouse committed the prisoner for trial at the criminal sessions.

The Hon. Treasurer of the Alice Memorial and Nethersole Hospitals begs to acknowledge with thanks the following donations to the funds of the hospitals:—

Sperry Flour Company	\$25
Hongkong Telegraph	25
E. Schellhass and Co.	25
Carmichael and Co.	15
E. Burnie	10
H. N. Mody	10
On Kee	10
Chau U Fai	10
Anonymous	10
E.	10
Fletcher and Co.	10
Dorabjee Nowrojee	10
Hon. A. G. Wise	10
H. Yera	10
Madar and Farmer	5
Commodore E. Fleet, H.M.S. Centurion ..	5
J. Dyer Ball	5

A most enjoyable evening's entertainment, consisting of humorous songs and sketches, was kindly given by Mr. Brady, of the Hongkong and Shanghai Bank, to a large audience of the seafaring community in the reading room at the Sailors' Home on Tuesday last. The capital programme, which was rendered entirely by Mr. Brady with unflagging energy, was fully appreciated, and evoked hearty laughter and bursts of applause throughout the whole evening. Mr. Brady has wonderful skill in amusing his hearers, and his remarkable talent as a humorist must always make him a very welcome addition to a social evening. He has on several occasions generously given his help at the Tuesday evening entertainments at the Sailors' Home, and we think that the hearty reception he always receives, must somewhat repay him for his kindness—Communicated.

H. Brorsen, master of the German steamship *Swatow*, was summoned at the Police Court on Wednesday for leaving the harbour with 45 passengers in excess of his certificated number. Mr. J. Hastings (from Mr. V. H. Deacon's office) watched the case on behalf of the charterers, Messrs Marty and Co. On the evening of the 27th ult. Acting-Inspector Withers boarded the *Swatow*, which was lying at the kerosine anchorag. There were 140 Chinese passengers on board, whereas the boat was licensed to carry only 100 passengers. She was bound for Haiphong, and left on the following morning, but the officer could not say whether she was then carrying an excess number. The defendant said he did not know that all the people on board were passengers. The case was dismissed.

MISCELLANEOUS.

Recent earnings of the various cotton mills, the *Hyogo News* says, are expected to more than make good the losses incurred in the latter half of last year. Moderate dividends are anticipated at the end of the present fiscal year from most of them.

The *Hyogo News* says:—Howie, the unfortunate and, as it may still be argued, the much-maligned American prisoner, of Sydney and Weihsien notoriety, has been for some time past undergoing his trial in the Kure Admiralty Court. We can learn nothing of how his interests have been guarded, of how far he has been allowed to present his own case even, but we are told that judgment is likely now to be passed upon him at almost any moment. If ever the particulars of the proceedings are fairly published they should make interesting reading.

From fuller information which has reached Japan respecting the sinking of the transport *Ajikawa-maru* near the foreign settlement at Newchwang, it appears, says the *Kobe Chronicle*, that the vessel collided with the Japanese man-of-war *Chokai* about 30 ri off Yingkow and was so seriously injured that she went down shortly afterwards. At the time of the collision there were on board the transport Marquis Tokugawa, Viscount Nagaoka, and two other peers, together with Cho Giyen, the Korean Minister for War, and his suite of thirty-two members of the Diet, and a German journalist. All on board were saved by the boats of American, British, and Japanese war-vessels, which put off to the rescue immediately the serious nature of the collision was observed.

A bread tank is a remarkable place for a fire to originate in, but fact is often stranger than fiction. At about midnight last night, says the *Kobe Herald* of the 3rd inst., fire was discovered on board the American wooden ship *Joseph B. Thomas*, now in port, and on examination being made it was found that the bread tank was in flames. Assistance was summoned from the British ship *Dudhope*, anchored near by, and after an hour's hard work the outbreak was extinguished. The danger was discovered none too soon, as a bulkhead or casing against which the tank rested was partly burnt. Very little damage was done by fire, but some of the cargo was injured by water. The damaged cargo mostly consists of matting. Credit is due to the ship's officers for the prompt measures taken to extinguish the fire.

The *N. C. Daily News*, discussing the situation same days ago, before the exchange of the ratifications of the treaty, said:—It has been pretty evident for some time that one Power, at any rate, is not inclined to stand by and see Japan appropriating all the advantages which she seems to imagine her victory over China has given her. This attitude has naturally stimulated the other Powers, who all "want something." Russia is said to be insisting that her boundaries shall be carried to the Yaloo river, and Japan is apparently willing to agree to some territory being ceded to her. France has come in with a request for the Pescadores, but may possibly be satisfied with an extension of the Yunnan frontier, and Germany asks for something, though it is not known what, whilst Great Britain is said to be easiest to deal with as she would be content with the Chusan islands. It is in the endeavour to harmonise these conflicting interests that differences are feared, and though the position is not alarming it is a sufficiently delicate one to occasion some anxiety.

The *N. C. Daily News* native correspondent at Peking writing under date of the 29th ultimo states that an influential deputation from Formosa, backed by all the Censors, Board Secretaries, and Haulins hailing from Formosa and Fukien province, now at the capital, have presented a number of memorials to the Emperor praying that if China were indeed unable to hold Formosa for herself the island might be given over to Great Britain instead of to Japan. It is also stated that some of these memorials were written in exceedingly strong and ironical language—just on the verge of actual breach of etiquette—in which the sovereigns of the present dynasty within the past half century were described in anything but complimentary terms. The deputation also warned the Emperor that if Formosa were indeed deserted by China, the residents would throw themselves upon England and hand over their island to that Power, preferring to be subjects of Great Britain than any other country in the world. According to Court gossip this alternative seems to be more acceptable to the Emperor than otherwise.

The following telegram from Chinese sources, dated Peking, 5th May, appears in the *N. C. Daily News*:—For the past fortnight the Emperor has been deluged with memorials from the provinces, not a single Viceroy, Governor, Tartar General, or Provincial Commander-in-Chief having abstained from his privilege of memorialising the Throne and advising the rejection of the clauses of the Li-Ito treaty where the cession of territory has been agreed upon. The vote for a continuance of the war providing Japan insists upon the observance of the whole treaty also seems to have been unanimous on the part of these officials, who furthermore guarantee funds for the prosecution of the war, but not for the payment of the indemnity. Amongst the most strenuous opponents of Li Hung-chang are Chang Chih-tung and Liu Kun-ji, acting and nominal Viceroy respectively of the Liangkiang provinces, T'an Chung-lin, Viceroy-elect of the Two Kwang, and Te Hsing, Governor of Kiangsi. Some of these four officials have even gone so far as to send in sealed memorials suggesting the annihilation of the Li party "as a set of traitors to sovereign and country, without exception."

COMMERCIAL.

TEA.

EXPORT OF TEA FROM CHINA TO GREAT BRITAIN.

	1895-96	1894-95
	lbs.	lbs.
Canton and Macao	161,490	146,475

EXPORT OF TEA FROM CHINA TO UNITED STATES AND CANADA.

	1894-95	1893-94
	lbs.	lbs.
Canton.....	3,547,932	1,349,192
Amoy	19,447,739	21,321,332
Foochow	8,140,519	5,883,106
Shanghai.....	25,783,527	24,176,826
	56,919,717	52,730,465

EXPORT OF TEA FROM CHINA TO ODESSA.

	1894-95	1893-94
	lbs.	lbs.
Hankow and Shanghai	22,555,223	21,619,462

EXPORT OF TEA FROM JAPAN TO UNITED STATES AND CANADA.

	1894-95	1893-94
	lbs.	lbs.
Yokohama.....	28,784,581	28,623,687
Kobe	16,887,281	17,229,205
	45,671,812	45,852,892

SILK.

SHANGHAI, 9th May:—(From Messrs. Cromie and Burkhill's circular).—London telegrams to the 7th current report the market "quiet" with unchanged prices. Raw Silk.—In White Silk business remains inactive, but in Yellow and Wild Silks fair transactions have taken place. New Crop.—Great attention is now given to the progress of the new silk crop. Till now everything has gone favorably. The weather is good and the leaf plentiful. The silkworms are now at the third stage and natives expect an increase in production. Tsattees.—A small parcel of Gold Kiling changed hands at Tls. 320, but lower prices would now be accepted as dealer are getting more disposed to

quit their stocks before the new silk arrives. Tay-saams.—Also only one transaction to report, viz., 20 bales 9 by 12 Moss Double Butterfly II. at Tls. 280. Yellow Silk.—Fair business at quotations. Stocks are declining, with prices showing a declining tendency. Arrivals, as per Customs Returns from the 2nd to the 8th instant, are 353 bales of White, 40 bales of Yellow, and 312 bales of Wild Silk. Re-reels and filatures.—Small business doing. Wild Silk.—Good business, including contracts, has been done in Tussah Raws as well as in Tussah Filatures. Prices remain about the same. Waste Silk.—200 piculs Cocoon Flosses have changed hands at Tls. 14½ to 17 according to quality. In other classes no transactions. Pongees.—Nothing doing.

Purchases include:—Tsatees.—Gold Kiling at Tls. 320. Taysaam.—9/12 Moss Double Butterfly II. at Tls. 280. Yellow Silk.—Tungloch at Tls. 275 to 277½, Mienchow at Tls. 241½, Meeyang at Tls. 217½ to Tls. 222½, Kopun Common at Tls. 205. Foozung at Tls. 205. China Filatures.—Fly Horse Croisée Extra I. at Tls. 460. Wild Silk.—Tussah Filature 4 Cocoons at Tls. 256½, Tussah Raw at Tls. 150 to Tls. 160.

EXPORT OF SILK FROM CHINA AND JAPAN TO EUROPE.

	1894-95	1893-94
	bales.	bales.
Canton	15,136	18,020
Shanghai	48,836	57,328
Yokohama	20,301	22,491
Total to date	84,273	97,739

EXPORT OF SILK FROM CHINA AND JAPAN TO AMERICA.

	1894-95	1893-94
	bales.	bales.
Canton.....	8,686	4,411
Shanghai.....	8,885	4,778
Yokohama	25,588	15,982
	43,159	25,171

CAMPHOR.

HONGKONG, 14th May.—Still no supplies having come forward from Formosa to meet the large demand prices have again advanced. Quotations for Formosa are \$61.50 to \$62.00. During the past week sales have been 100 piculs. Quotations for Japanese camphor nil.

SUGAR.

HONGKONG, 14th May.—The market continues dull and prices have again declined. Following are the quotations:

Shekloong, No. 1, White...	\$7.30 to 7.31 per pic.
do, 2, White...	6.80 to 6.83 "
Shekloong, No. 1, Brown...	4.77 to 4.80 "
do, 2, Brown...	4.66 to 4.68 "
Swatow, No. 1, White...	7.18 to 7.20 "
do, 2, White...	6.75 to 6.80 "
do, 1, Brown...	4.50 to 4.51 "
Swatow, No. 2, Brown...	4.30 to 4.34 "
Foochow Sugar Candy.....	10.58 to 10.60 "
Shekloong	9.10 to 9.12 "

MISCELLANEOUS EXPORTS.

The P. & O. steamer *Manila*, Hongkong to London, 13th April, took:—10 bales Duck Feathers, 31 boxes Bristles, 294 rolls Matting, 300 bales Broken Cassia, 105 boxes Chinaware, 4 boxes Blackwoodware, 22 packages Sundries, and 1,496 boxes Tea (31,416 lbs. Congou); for Buenos Ayres:—4 cases Paper and 10 packages Sundries.

The steamer *Caledonien*, Hongkong to Continent, 17th April, took:—25 bales Ray Silk, 27 bales Hair, 9 bales Matting, 50 packages Tea, 17 cases Silk Piece Goods, 2 cases Woodenware, 3 cases Effects, 3 cases Springs, and 1 case Curios.

The steamer *Dardanus*, Hongkong to London, 19th April, took:—1,122 packages Tea (particulars unknown), 22 cases Pearl Shells, 380 rolls Mats, 200 bales Tumeric, 2 casks Pigs' Bristles, 70 cases Bristles, 12 bales Hemp, 23 cases Curios, 100 casks Ginger, and 220 bales Canes; for Buenos Ayres:—100 packages Tea.

The German steamer *Priok*, Hongkong to Havre, 27th April, took:—30 cases Chinaware, 59 cases Human Hair, 150 cases Cassia, 80 cases Paper, 3 packages Bamboo ware, 20 cases Canes, 50 cases Bristles, 2 boxes Tea, 3 cases China Ink, 5 cases Essential Oil, and 40 bales Bamboos; for Havre option Hamburg:—20 cases Bristles, 10 bales Canes, and 8 cases Canes; for Havre option Hamburg option London:—35 cases Bristles; for Hamburg:—170 rolls Matting, 419 bales Feathers, 36 cases Fans, 3 packages Private Effects, 59 packages Coals, 25 packages Rattan Shavings, 151 bales Rattans, 141 packages Tea, 5 cases Ginger, 8 cases Bristles, 11 cases Paper, 418 packages Merchandise, and 2 packages Sundries; for Ham-

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burg option London:—3 cases Bristles; for Antwerp:—10 cases Merchandise; for Oporto:—5 cases Tea.

The steamer *Strathcaron*, Hongkong to New York, 27th April, took:—30 bales Rattancore, 25 cases Paper, 22 cases Bristles, 22 cases Chinaware, 32 cases Blackwoodware, 2,912 packages Merchandise, 305 rolls Matting, 500 cases Preserves, and 438 packages Crackers.

The steamer *Ajax*, Hongkong to London, 30th April, took:—1,243 boxes Tea (23,583 lbs. Congou), 150 cases Preserves, 150 casks Ginger, 68 cases Gum, 800 bales Hemp, 29 cases Chinaware, 1 box Curios, 12 cases Cigars, and 100 bales Feathers; for Liverpool:—17 packages Curios and 7 cases Cigars; for Glasgow:—98 packages Merchandise and 2 cases Curios; for London option Liverpool:—2 bales Feathers and 2 casks Merchandise; for London option Manchester:—160 bales Waste Silk; for Transhipment:—20 packages Merchandise.

The German steamer *Preussen*, Hongkong to Bremen, 30th April, took:—4 cases Cigars, 124 rolls Merchandise, 1 case Blackwoodware, 2 cases Bristles, 6 cases Feathers, 7 cases Sundries, and 7 bales Feathers; for Beyrouth:—22 cases Glass Bangles; for Rotterdam:—10 packages Tea and 9 packages Ginger; for Milan:—50 bales Waste Silk; for Alexandretta:—10 boxes Glass Bangles; for Antwerp:—50 bales Bristles, 35 bales Bamboo Taps, 56 bales Rattancore, 1 case Cigars, 60 bales Feathers, 41 rolls Matting, 112 bales Bamboo Scraps, and 9 cases Chinaware; for Copenhagen:—3 cases Ginger; for Hamburg:—333 bales Feathers, 4 cases Sundries, 1 package Silks, 1 case Tea, 21 cases Essential Oil, 223 packages Fire Crackers, and 2 cases Cigars; for Colombo:—39 packages Merchandise; for Genoa:—15 packages Merchandise and 255 bales Waste Silk; for Amsterdam:—37 packages Ginger, 26 cases Chinaware, 2 cases Samples, 20 bales Teasticks, 18 bales Chinaware, and 27 rolls Matting; for Basel:—268 bales Waste Silk.

The P. & O. steamer *Bombay*, Hongkong to London, 3rd May, took:—4 cases Cigars, 70 bales Canes, 1,222 rolls Matting, 10 cases Gongs, 20 cases Blackwoodware, 244 cases Chinaware, 7 cases Rattanware, 229 bales Waste Silk, 800 cases Preserves, 200 casks Preserves, 24 packages Sundries, 50 packages Tea, and 1,588 boxes Tea (33,348 lbs. Congou); for Antwerp:—14 cases Photo Plates.

The P. & O. steamer *Rosetta*, Hongkong to London, 9th May, took:—466 boxes Tea, 5 cases Cigars, 16 cases Bristles, 159 rolls Matting, 3 cases China Ink, 50 bales Waste Silk, 8 cases Silk Piece Goods, and 7 packages Sundries; for France:—363 bales Raw Silk, 160 boxes Tea, 5 cases Bristles, 2 bales Human Hair, 1 case Silk Piece Goods, and 7 packages Sundries.

OPIUM.

HONGKONG, 14th May.—Bengal.—There has been a further rise during the interval owing to strengthening advices from Shanghai and India. Patna closes at \$787½ for New and \$830 for Old. Benares at \$780 for New and at \$800 for Old.

Malwa.—New continues out of favour. Old has been in fair request, and the market closes steady.

Latest quotations are as follow:—

New \$690 with allow'ce of ½ to 2 cts.

Old (2 to 3 yrs.) \$730 " ½ to 2½ "

" (4 to 5 yrs.) \$740 " 1 to 1½ "

" (7 to 8 yrs.) \$750 " ½ to 1½ "

Persian.—The market has ruled very quiet, and rates have undergone hardly any alteration.

Oily drug is quoted at the close at \$710 to \$750, and Paper-wrapped at \$750 to \$795, according to quality.

To-day's stocks are estimated as under:—

Old Patna 360 chests.

New Patna 1,555 "

Old Benares 584 "

New Benares 376 "

Malwa 750 "

Persian 900 "

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of small sales at 190 and 189 per cent. premium we have nothing to report. Nationals have been a shade weaker with sales at \$32 and \$31½, closing with sellers at former rate.

MARINE INSURANCES.—Unions have advanced to \$158. Cantons have changed hands at \$160 and are still enquired for at that rate. Further small sales of China Traders have been effected at \$66½ and of Yangtszes at \$93.

FIRE INSURANCES.—Hongkongs remain neglected and unchanged at quotation. Chinas have advanced to \$86 with small sales at that and at \$85, closing steady at former rate.

SHIPPING.—Hongkong, Canton, and Macaos have ruled quiet with small sales at \$30½, \$30½, and \$31. Indo-Chinas have changed hands in small quantities at \$46 and \$45½. Douglas's after sales at \$50 close with a parcel offering at \$50.

REFINERIES.—China Sugars continue on the downward grade and shares could be obtained at \$110. Luzons continue neglected.

MINING.—Punjoms ruled very weak during the early part of the period under review and sales were effected at rates from \$6 to \$5.50; at time of writing market has somewhat recovered and sales are reported at \$6. Jelebus have improved to \$3.75. A small lot of Charbonnages changed hands at \$50. Balmorals have ruled weakish with sales at \$5, \$5.25, and \$5.50.

MISCELLANEOUS.—Docks have continued steady at 100 per cent. prem., at which rate a few shares could be obtained. At a point under, however, buyers are unable to be accommodated and market closes steady at former rate. Lands have ruled somewhat quieter with sellers at \$59. Kowloon Wharfs have been again placed at \$39 and more shares are wanted at the rate. At \$40 several parcels are on offer, but buyers will not spring. Watsons have changed hands at \$10.25 and \$10, closing with buyers at latter rate, and Fenwicks have found buyers at \$16.

Closing quotations are as follow:—

COMPANY.	PAID UP.	QUOTATIONS.
Banks—		
Hongkong & S'hai.	\$125	189 p. ct. pm., sales
China, Japan, &c...	£2.5.0	nom.
Do., Founders....	£1	nom.
Nat. Bank of Ch.		
B. Shares.....	£8	\$32, sales & sellers
Foun. Shares.	£1	n. m.
Bell's Asbestos E.A. {	£1	nom.
Brown & Co., H. G...	158	\$94, sales
Campbell, Moore & Co.	\$50	\$4½, sellers
China Borneo	\$10	:2
China Sugar	\$55	nom.
Chinese Loan '86 E...	\$100	\$110
Dakin, Cruicks'k & Co.	Tls. 250	11 p. ct. pm.
Dairy Farm Co.	\$5	\$1
Fenwick & Co., Geo.	\$10	\$7, sales & buyers
Green Island Cement	\$25	\$16, sellers
H. Brick & Cement.	\$0	\$10, sales & sellers
H. & C. Bakery	\$12.50	\$74, sales & buyers
Hongkong & C. Gas.	\$3	:36
Hongkong Electric...	£10	\$125, buyers
H. H. L. Tramways.	\$8	\$4.75, sales & buyers
Hongkong Ice.....	\$100	\$70½, sales & buyers
H. & K. Wharf & G.	\$25	\$76, sales
Hongkong Rope.....	\$50	:39, sales & buyers
H. & W. Dock.....	\$0	\$120, sales
Hotels—	\$125	100 p. ct. pm., sales
Hongkong Hotel...	\$50	:9, sellers
Shameen	\$20	4
Insurances—		
Canton	\$50	\$160, buyers
China Fire	\$20	:86
China Traders' ...	\$25	\$66½, sales & sellers
Hongkong Fire ...	\$50	\$200, sellers
North-China	£2.5	Tls. 198, sellers
Straits Marine.....	\$20	\$18½, sales & sellers
Union	\$45	\$158, sales & buyers
Yangtsze	\$60	\$93, sellers
Land & Building—		
H. Land Investm't	\$50	:9, sales & sellers
Kowloon Land & B.	\$30	\$10½, sales & sellers
Humphreys Estate	\$10	1, sellers
West Point Buildg.	\$40	\$18
Luzon Sugar	\$100	\$45, sellers
Mining—		
New Balmoral.....	\$3	\$5½, sales
Charbonnages	\$131.58	\$50, sales
Jelebu	\$5	\$3.75, sales
Punjom	\$34	\$6, sales & sellers
Do. (Preference)	\$1	\$1.75, sellers
Raubs	13s. 10d.	\$4.4, sales & sellers
Steamship Cos.—		
China & Manila ...	\$50	\$52½, sellers
Douglas S. S. Co...	\$50	\$50, sellers
H. Canton, & M...	\$20	\$31, sales & buyers
Indo-China S. N...	£10	\$46, sellers
W'chai Wareh'se Co.	\$37½	\$37½
Watson & Co., A. S...	\$10	\$10, sales & buyers
CHATER & VERNON, Share Brokers.		

SHANGHAI, 10th May:—(From Messrs. J. P. Bisset & Co.'s report.)—Banks.—Hongkong and Shanghai Banking Corporation.—Shares have changed hands and are offering at 187½ per cent. premium. Our latest quotation from Hongkong is 190 per cent. premium. The London rate is £43.15.0. National Bank of China.—Shares have been placed from Hongkong at \$32. Shipping.—

Shanghai Tug Boat shares were sold at Tls. 127½ and Indo-Chinas at Tls. 35. A forced sale of Hongkong, Canton, and Macao Steamboat shares was made to Hongkong at \$29. Our latest Hongkong advices quote the shares at \$30 strong. Marine Insurance.—Yangtszes were placed at \$90 and Straits have been purchased from Hongkong at \$18½. Fire Insurance.—Hongkongs are obtainable at \$200. Two or three lots of Chinas were sold at \$85. Wharfs.—Hongkong and Kowloon Wharf and Godown shares changed hands locally at \$38. Mining.—At a meeting of the shareholders in the Sheridan Mining Co., held on the 8th, an extension of the lease of the Mines to the Smuggler Union Company was granted, to the end of 1899, on the same terms as hitherto. Some shares are offering at Tls. 4. Miscellaneous.—Business was done in:—Hall & Holtz shares at \$20, Shanghai Land Investment shares at Tls. 36, J. Llewellyn & Co. shares at \$40, Shanghai Horse Bazaar shares at Tls. 47½, Major Brothers shares at Tls. 20, Shanghai-Sumatra Tobacco shares at Tls. 500 cash and Tls. 550 for 31st August, and Shanghai-Langkat Tobacco shares at Tls. 100 and Tls. 102½ cash, and Tls. 110 for 30th June. Loans.—Shanghai Municipal Debentures of 1885 were sold at Tls. 100, Chinese Imperial Loan Bonds of 1886 at Tls. 250, Shanghai Land Investment six per cent. Debentures at Tls. 100, Shanghai and Hongkew Wharf Debentures at Tls. 102, and Shanghai-Langkat Debentures at Tls. 100, plus the accrued interest in all cases. Shanghai Land Investment 5½ per cent. Debentures were sold, cum interest, from 1st January, at Tls. 93.

Quotations are:—Hongkong and Shanghai Banking Corporation.—187½ per cent. prem.

Bank of China, Japan, and The Straits, Limited.—Nominal.

Bank of China, Japan, and The Straits, Limited, Founders.—Nominal.

National Bank of China, Ld., A.—\$32.

National Bank of China, Ld., B.—Nominal.

National Bank of China, Ld., Founders.—Nom.

Shanghai Tugboat Co., Ld.—Tls. 127½ per sh.

Indo-China Steam N. Co., Ld.—Tls. 35 per sh.

China Mutual S. N. Co.—Tls. 50 per share.

Taku Tug & Lighter Co., Ld.—T. Tls. 60½ per sh.

Hongkong, Canton and Macao Steamboat Co.—\$28½ per share.

Douglas Steamship Co., Ld.—\$49 per share.

Boyd & Co., Ld., Founders.—Tls. 300 per share.

Boyd & Co., Limited.—Tls. 155 per share.

S. C. Farnham & Co.—Tls. 140 per share.

Hongkong and Whampoa Dock Co., Ld.—95 per cent. premium.

China Traders' Insurance Co., Ld.—\$68 per sh.

North China Insurance Co., Ld.—Tls. 195 per share.

Union Ins. Society of Canton, Ld.—\$157½ per share.

Yangtsze Insce. Assoco., Ld.—\$90 per share.

Canton Insurance Office, Ld.—\$155 per share.

Straits Insurance Co., Limited.—\$18½ per share.

Hongkong Fire Insurance Co., Ld.—200 per sh.

China Fire Insurance Co., Ld.—\$85 per share.

Shanghai & Hongkew Wharf Co.—Tls. 266 per share.

Birt's Wharf Hide-curing and Wool-cleaning Company.—Tls. 43½ per share.

Hongkong and Kowloon Wharf and Godown Company, Limited.—\$38 per share.

Sheridan Consolidated Mining and Milling Company, Limited.—Tls. 4 per share.

Punjom Mining Co., Ld.—\$7½ per share.

Punjom Mining Co., Ld., pref. shares—\$2 per share.

Jelebu Mining & Trading Co., Ld.—\$3½ per sh.

Raub Australian Gold Min. Co., Ld.—\$4½ per sh.

Shanghai Cargo Boat Co.—Tls. 142 per share.

Co-operative Cargo Boat Co.—Tls. 130 per sh.

Shanghai Gas Co.—Tls. 212½ per share.

Hongkong Electric Co., Ld.—\$4 per share.

Shanghai Waterworks Co., Ld.—Tls. 175 p. sh.

Perak Sugar Cultivation Co., Ld.—Tls. 29½ p. sh.

China Sugar Refining Co., Ld.—\$125 per sh.

Luzon Sugar Refining Co., Ld.—\$45 per share.

Hall & Holtz, Ld.—\$20 per share.

Shanghai Land Investment Co., Ld.—Tls. 86 per share.

Hongkong Land Invest. & A. Co., Ld.—\$57½ p. sh.

J. Llewellyn & Co., Limited.—\$40 per share.

Shanghai Horse Bazaar Co., Ld.—Tls. 47½ per sh.

Major Brothers, Limited.—Tls. 20 per share.

Shanghai Sumatra Tobacco Co.—Tls. 500 p. sh.

Shanghai Langkat Tobacco Co., Ld.—Tls. 102½ per share.

Shanghai Langkat Tobacco Co., Ld., Founders.—Nominal.

Shanghai Ice Company—Tls. 117½ per share.

A. S. Watson & Co., Limited.—\$10 per share.

L'Hotel des Colonies—Tls. 20.

China Merchants' Steam Navigation Company Debentures.—Nominal.

Lyceum Theatre Debentures.—Tls. 12.

Chinese Imp. Gov. Loan, 1886, E.—Tls. 250 (a).

Shanghai Municipal Debentures.—Nominal.

Shanghai Land Investment Company Debentures.—Tls. 100 (a).

Shanghai Land Investment Company Debentures.—Tls. 93.

(a) Exclusive of accrued interest.

TUESDAY, 14th May. EXCHANGE.

ON LONDON.—

Telegraphic Transfer 2½

Bank Bills, on demand 2½

Bank Bills, at 30 day's sight —

Bank Bills, at 4 months' sight 2½

Credits, at 4 months' sight 2½

Documentary Bills, 4 months' sight 2½

ON PARIS.—

Bank Bills, on demand 2.71

Credits, at 4 months' sight 2.77

ON GERMANY.—

On Demand 2.19

ON NEW YORK.—

Banks Bills, on demand 52½

Credits, 60 day's sight 54

ON BOMBAY.—

Telegraphic Transfer 195

Bank, on demand 195½

ON CALCUTTA.—

Telegraphic Transfer 195

Bank, on demand 195½

ON SHANGH

May 15, 1898.

SHIPPING**ARRIVALS AND DEPARTURES SINCE LAST MAIL.****HONGKONG.**

- May— ARRIVALS.**
- 9, Hailoong, British str., from Tamsui.
 - 9, Adolph, German bark, from Cardiff.
 - 9, Machew, British str., from Bangkok.
 - 9, Melpomene, Austrian str., from Kobe.
 - 9, Rory, British str., from Canton.
 - 9, Taisang, British str., from Canton.
 - 9, Martha, German str., from Tamsui.
 - 9, Peru, Amr. str., from San Francisco.
 - 9, Hanoi, French str., from Haiphong.
 - 9, Taiyuan, British str., from Kobe.
 - 9, Gleufarg, British str., from London.
 - 9, Mathilde, German str., from Canton.
 - 9, Rubens, British str., from Canton.
 - 9, Moldava, British str., from Moji.
 - 10, Bonnington, British str., from Chinkiang.
 - 10, Mohican, Amr. bark, put back.
 - 10, Haitan, British str., from Coast Ports.
 - 10, Frejr, Danish str., from Pakhoi.
 - 10, Loosok, British str., from Bangkok.
 - 10, Teyi, German str., from Canton.
 - 10, Bengo, Portuguese g.-bt., from Macao.
 - 10, Chittagong, British str., from Cebu.
 - 11, Mingyi, German str., from Foochow.
 - 11, Fushun, British str., from Canton.
 - 11, Woosung, British str., from Chinkiang.
 - 11, Centennial, Amr. ship, from Singapore.
 - 11, Dora, Danish bark, from Menado.
 - 11, Kristina Nilsson, Ger. bg., from Bangkok.
 - 12, Beatrice, British str., from Whampoa.
 - 12, Frigga, German str., from Kobe.
 - 12, Jens Meinich, Norw. str., from Bangkok.
 - 12, Pallas, British str., from Kutchinotzu.
 - 12, Pingching, Chi. R.C., from Hainan Head.
 - 12, Thales, British str., from Taiwanfoo.
 - 13, Canton, British str., from Shanghai.
 - 13, Canton, British str., from Shanghai.
 - 13, Riversdale, British str., from Moji.
 - 13, Braemar, British str., from Singapore.
 - 13, Oakley, British str., from Moji.
 - 13, Santa Cruz, Amr. sch., from Yap.
 - 13, M. Bacquehem, Aust. str., from Trieste.
 - 13, Namyong, British str., from Singapore.
 - 13, Chiyuen, British str., from Canton.
 - 13, Empr. of Japan, Brit. str., from V'couver.
 - 13, Formosa, British str., from London.
 - 13, Nanyang, German str., from Chinkiang.
 - 13, Pakshan, British str., from Bangkok.
 - 14, Siam, British str., from Yokohama.
 - 14, Salazie, French str., from Shanghai.
 - 14, Kweiyang, British str., from Tientsin.
 - 14, Ask, Danish str., from Haiphong.
 - 14, Choyang, British str., from Canton.
 - 14, Benmohr, British str., from Chinkiang.
 - 14, Oceanien, French str., from Marseilles.
- May— DEPARTURES.**
- 9, Sarpedon, British str., for Singapore.
 - 9, Michael Jebsen, Ger. str., for Taiwanfoo.
 - 9, Normandie, Norwegian str., for Bangkok.
 - 9, Namo, British str., for Swatow.
 - 9, Belzic, British str., for San Francisco.
 - 9, Chingwo, British str., for Shanghai.
 - 9, Rosetta, British str., for Europe.
 - 9, Rubens, British str., for Chinkiang.
 - 9, Swatow, German str., for Nagasaki.
 - 9, Yuensang, British str., for Manila.
 - 10, Deuterus, German str., for Bangkok.
 - 10, Tritos, German str., Chefoo.
 - 10, Martha, German str., for Canton.
 - 10, Ancona, British str., for Yokohama.
 - 10, Arroyo, British str., for Singapore.
 - 10, Asloun, British str., for Saigon.
 - 10, Hohenzollern, Ger. str., for Yokohama.
 - 10, Karlsruhe, Ger. str., for Shanghai.
 - 10, Kwongmo, British str., for Amoy.
 - 10, Melpomene, Aust. str., for Trieste.
 - 10, Propontis, British str., for Singapore.
 - 10, Taisang, British str., for Shanghai.
 - 11, Hailoong, British str., for Swatow.
 - 11, Rory, British str., for Shanghai.
 - 11, Bonnington, British str., for Whampoa.
 - 11, Spartan, British cruiser, for Takow.
 - 11, Bogstad, Norw. str., for Yokohama.
 - 11, Chunshan, British str., for Swatow.
 - 11, Cromarty, British str., for Singapore.
 - 11, Rio, German str., for Saigon.
 - 11, Tamarind, Norw. str., for Nagasaki.
 - 11, Teyi, German str., for Tientsin.
 - 12, Ethiope, British str., for Kutchinotzu.
 - 12, Frejr, Danish str., for Hoihow.
 - 12, Hanoi, French str., for Haiphong.
 - 12, Mingyi, German str., for Canton.
 - 12, Nurnberg, German str., for Singapore.

- 12, Woosung, British str., for Canton.
- 13, Sachem, American ship, for New York.
- 13, Bengo, Portuguese g.-bt., for Macao.
- 13, Beatrice, British str., for Chinkiang.
- 13, Canton, British str., for Canton.
- 13, Fushun, British str., for Shanghai.
- 13, Moldava, British str., for Halong Bay.
- 13, Pingching, Chinese R.C., for a cruise.
- 13, H. W. Garlsberg, Norw. str., for K'unnotzu.
- 14, Thales, British str., for Swatow.
- 14, Glenogle, British str., for Kobe.
- 14, Kweiyang, British str., for Canton.
- 14, Angers, British str., for Kobe.
- 14, Frigga, German str., for Hamburg.
- 14, Haitan, British str., for Amoy.
- 14, M. Bacquehem, Aust. str., for Kobe.
- 14, Namyong, British str., for Amoy.
- 14, Nanyang, German str., for Canton.
- 14, Strathavon, British str., for Saigon.

SHANGHAI.

- May— ARRIVALS.**
- 4, Nanyang, German str., from Hongkong.
 - 4, Lifoo, German str., from Hongkong.
 - 4, Empr. of India, British str., from H'kong.
 - 4, Wycliffe, British str., from Tientsin.
 - 4, Lishun, German str., from Tientsin.
 - 4, Fuhyi, German str., from Foochow.
 - 4, Feilung, British str., from Swatow.
 - 4, Loksang, British str., from Tientsin.
 - 4, Porpoise, British cruiser, from Chefoo.
 - 4, Ghazee, British str., from Hongkong.
 - 4, Palamed, British str., from Japan.
 - 5, Mingyi, German str., from Tientsin.
 - 5, Yiksang, British str., from Sasebo.
 - 5, Beaumets-Beaupre, Fr. cr., from N'saki.
 - 5, Wycliffe, British str., from Tientsin.
 - 6, Hunan, British str., from Chefoo.
 - 6, Feiching, British str., from Tientsin.
 - 6, Polyphemus, British str., from H'kong.
 - 6, El Dorado, British str., from Tientsin.
 - 6, Canton, British str., from Swatow.
 - 6, Liyu, German str., from Tientsin.
 - 6, Newchwang, British str., from Swatow.
 - 6, Benvenue, British str., from Japan.
 - 7, Liting, German str., from Chefoo.
 - 7, Lienshing, British str., from Tientsin.
 - 7, Wosang, British str., from Tientsin.
 - 7, Arthur, German str., from Tamsui.
 - 7, Pronto, German str., from Kutchinotzu.
 - 7, Shangnai, British str., from London.
 - 8, Esk, British g.-bt., from Ichang.
 - 8, Melbourne, Fr. str., from Hongkong, &c.

- May— DEPARTURES.**
- 4, Rosetta, British str., for Hongkong, &c.
 - 4, Clara, German str., for Moji.
 - 4, Taksang, British str., for Swatow.
 - 4, Esang, British str., for Chefoo.
 - 4, Vladimir, Russian str., for Vladivostock.
 - 4, Clam, British str., for Genoa.
 - 4, Sarpedon, British str., for London.
 - 4, Teli, German str., for Hongkong.
 - 4, Empr. of India, British str., for V'couver.
 - 4, Fooksang, British str., for Chinkiang.
 - 5, Guthrie, British str., for Kobe.
 - 5, Poochi, British str., for Wenchow.
 - 5, Lishun, German str., for Chefoo.
 - 5, Tellus, Norw. str., for Swatow.
 - 5, Whampoa, British str., for Chinkiang.
 - 5, Kweilin, British str., for Amoy.
 - 5, Priam, British str., for Japan.
 - 6, Paoting, British str., for Swatow.
 - 6, Energia, British str., for Kobe.
 - 6, Achilles, British str., for Japan.
 - 6, Ulysses, British str., for Japan.
 - 6, Nanyang, German str., for Chinkiang.
 - 6, Wuchang, British str., for Chefoo.
 - 6, Teli, German str., for Tientsin.
 - 6, Store Nordiske, Danish str., for a cruise.
 - 7, Chihli, British str., for Swatow.
 - 7, Yiksang, British str., for Chefoo.
 - 7, El Dorado, British str., for Tientsin.
 - 7, Loksang, British str., for Swatow.
 - 7, Liyu, German str., for Tientsin.
 - 7, Mingyi, German str., for Foochow.
 - 7, Nierstein, German str., for Nagasaki.
 - 7, Newchwang, British str., for Chinkiang.
 - 7, Wycliffe, British str., for Chinkiang.
 - 7, Archer, British cruiser, for Chefoo.
 - 7, Umbria, Italian cruiser, for Chefoo.
 - 7, Irene, British str., for Chinkiang.
 - 8, Thermopyla, British bk., for Victoria, B.C.
 - 8, Fuhyi, German str., for Foochow.
 - 8, Lienshing, British str., for Tientsin.
 - 8, Feiching, British str., for Chefoo.
 - 8, Feilung, British str., for Amoy.
 - 8, Hoihow, British str., for Swatow.
 - 8, Lifoo, German str., for Swatow.
 - 8, Ghazee, British str., for Vladivostock.

PASSENGER LIST.**ARRIVED.**

Per Hailoong, str., from East Coast.—Messrs. Smith and Wakefield, Mrs. Haines, Mrs. Barretto and 4 children.

Per Martha, str., from Tamsui.—Mr. Chan. Otten.

Per Hanoi, str., from Haiphong.—Mr. and Mrs. P. Marty.

Per Glenfarg, str., from London.—Messrs. Geo. McBain, Rickwood, and Burns.

Per Haitan, steamer, from East Coast.—Mr. Fougerat and Rev. M. Gracia.

Per Loosok, str., from Bangkok.—Messrs. J. C. Ramsay, J. Silldorff, and Kawi, Mr. and Mrs. Kamahara.

Per Mingyi, str., from Foochow.—H.E. The Viceroy of Canton and suite.

Per Pallas, str., from Kutchinotzu.—Mr. and Mrs. Summers.

Per Frigga, str., from Kobe.—Mr. von Wentstein for Singapore.

Per Centennial ship, from Singapore.—Mrs. Colcord and two children.

Per Thales, str., from Taiwanfoo, &c.—Capt. Thom.

Messrs. J. Lants and Ngo.

Per Canton, str., from Shanghai.—Mr. Milgar.

Per Canton, str., from Shanghai.—Messrs. Shanghnessy, and Sneddon, for London.

Per Braemar, steamer, from Singapore.—104 Chinese.

Per Santa Cruz, sch., from Yap (Carolines).—Messrs. Elny and J. M. Millet.

Per Marquis Bacquehem, str., from Trieste, &c.—Messrs. F. Kasten and G. B. Paig.

Per Namyong, str., from Singapore.—Mr. H. Cornwall.

Per Empress of Japan, str., from Vancouver.

Rev. Mrs. and Miss Rapalgi, Messrs. J. B. Gaylord and Arstingstall. From Victoria.—Dr. Anderson and Mr. J. H. Young. From Yokohama.—Mrs. Mereweather. From Kobe.—Mr. and Mrs. R. D. Kirby and Mr. A. Frege. From Nagasaki.—Mrs. and Miss Higashi and child. From Shanghai.—Mr. and Mrs. Brewer, Dr. Eiswaldt, Mr. E. W. George, Capt. A. Tillett.

DEPARTED.

Per Rosetta, str., from Hongkong for Singapore.—Mr. H. W. Aitken. For London.—Mr. and Mrs. R. S. Leigh, Mr. T. Brown, Capt. W. H. Farrand and C. T. Robinson. From Shanghai for Bombay.—Messrs. S. S. Somekh, Moose, and Abraham. For London.—Mr. C. H. Allen. From Yokohama for Colombo.—Mr. W. T. Holburton. For London.—Capt. A. Williams, Messrs. J. MacIntyre, A. Fyffe, W. Gibb, D. Whittell, and Ewer.

Per Belgic, str., for Nagasaki.—Messrs. M. Kambe, H. Michel, H. Metman, T. Nagata, Hotting, Mrs. Nepean, Mrs. Omato, Mr. and Mrs. Yeutori. For Kobe.—Capt. A. H. Thomas. For Yokohama.—Mr. and Mrs. S. G. Bird, Lieut. Duff, Lieut. Rowcroft. Mr. Yong Sun. For San Francisco.—Messrs. J. Delemy and H. R. Smith. For London.—Lieut. M. R. E. Ray, H.K.R.

Per Hohenzollern, str., for Yokohama from Naples.—Misses Kelifanter and Haines, Mr. Modella, Dr. F. Kow, From Genoa.—Mr. Levedag and Dr. F. Sakaki. From Colombo.—Mrs. Efford. From Southampton for Hyogo.—Mr. and Mrs. Pickering.

Per Karlsruhe, str., for Shanghai from Bremen.—Dr. C. Mosberg. From Genoa.—Mr. and Mrs. von Tettenborn, Messrs. M. Denegri, O'Gimius, Kuhndt, von Bodenhausen, A. Watrich, P. Lüns, F. Hamist, P. Kattane, Misses E. Verellesi and E. Stretti, and Mr. Prothers and family. From Southampton.—Mr. John M. Floraith. From Hongkong.—Messrs. N. Peltz, W. Broucher, J. M. Cruz, F. Bornemann, and McBain.

Per Ancona, str., for Yokohama from Hongkong.—Hon. Geoffrey Mills, Messrs. A. Garnier, Wrigley, G. Waddell, J. Harvie. From Melbourne.—Mrs. and Miss Campbell-Praed. From Ismailia.—Mr. V. Chirol. For Kobe from Hongkong.—Surg. Major Whitwell. From Singapore.—Mr. Wyndham Smith. For Nagasaki from Brindisi.—Miss Allen.

Per Frejr, str., for Hoihow.—Mr. A. Schomburg. For Pakhoi.—Mrs. Rebelle.

Per Glenogle, str., for Kobe.—Col. and Mrs. Huestis, Mr. and Mrs. McCroskey, Mrs. Aldrich, Mr. and Miss Doolittle, and Miss Bourg.

Per Haitan, str., for Amoy.—Rev. and Mrs. D. Rapalfe and son. For Foochow.—Messrs. A. Hill and D. C. Mehta.